MEDICAL.

THE UNFORTUNATE.

REMEDIES' NEW REMEDIES!

Dr. Gibbon's Dispensary,

623 KEARNEY STREET, NEAR COMMERCIAL, San Francisco. Established 1854 for the treatment of Sexual and Seminal Diseases, such as Gonorrhœa, Gleet, Stricture, Syphilis in all its forms, Seminal Weakness, Impotency, Skin Diseases of years standing and Ulcerated Legs successfully treated.

GIBBON has the pleasure of announcing that he has returned from visiting the principal hospitals of Europe and has resumed practice at his Dispensary, 623 Kearney street, corner of Commercial, San Francisco, where his old patients and all others requiring his services may find him. The Doctor has spared neither time nor money in seeking out new remedies and has returned with added facilities for the alleviation of human suffering.

Horrible Diseases.

Many thousands of persons, both male and female, are there who are suffering ... from the effects of secret ... diseases, ... absorbed into the system ... emaciated and disfigured ... down constitutions ... happiness of marriage or the enjoyment of life ... horrid situation thousands ... the scene. Let parents guard ... those who are suffering ... life-destroying malady ... and cured before it be too late ... lately to DR. GIBBON ... private diseases his especial ... is certain to cure the most ... mercury or any injurious drugs ... to those who are afflicted ... interested in the welfare of the ... of the many pretended doctors ... publishing their skill in ... days, imposing upon the ... es of eminent physicians ... aces. Be therefore careful ... or you may fall into the hands of those ...

Seminal Weakness.

... Emissions, the consequence ... solitary vice or depraved ... by the youth of both ... extent, producing ... following train of morbid ... by scientific medical m... ... dark spots ... ringing in the ears, noises ... and rattling of chariots ... weakness of the limbs ... intellect, loss of confidence ... shunning strangers, a dislike ... ces, disposition to shun ... hectic flushes, pimples ... out the face, furred ... consumption, nightsweats ... insanity. If relief be not ... immediately, either in person ... cure effected by his new ... this disease, which ... quick and radical cure. Dr. G... Dollars to any person who ... to him that he was cured ... either of the San Francisco ...

Married Men,

who contemplate marriage ... any of these fearful maladies ... sacred responsibility resting ... to obtain immediate relief ... GIBBON is responsible and ... written instrument binding ... radical and permanent cure ...

Cured at Home

... at a distance may be CURED ... sending a letter to Dr. G... ... length of time the ... medicines promptly ... and curiosity to any ... and plain directions ... in registered letters ... through Wells Fargo ... will be forwarded ... All communications strictly ...

Caution to the Unfortunate

... of the San Francisco ... bogus ... of the ... and in ... San Francisco ... became too ... months ... office ... den is to ... and may say ... advertising physicians ... bogus; there is no such ... who and ... deceive people ... pretended pat... satisfy persons who ... ability to treat diseases ...

DR. J. F. GIBBON, 623 Kearney Street, San Francisco. P. O. BOX 1957. Consultations FREE. ... respondents will please ... they read his advertisement.

$1,000 REWARD FOR AN Incurable Case!

DR. LE RICHAU'S GOLDEN BALSAM!

After ten years trial on thousands ... itself the only curative ... pronounced by medical ...

Le Richau's GOLDEN BALSAM No 1

... first and second stages ... Legs or Body, Sore Ears, Eyes ... colored Blotches, Syphilitic ... Scalp, and all primary ... known as Syphilis. Price ... two for $9.

Le Richau's GOLDEN BALSAM No 2

Tertiary Mercurial Syphilitic ... Pains in the Bones, Back of the Head, Sore Throat, Syphilitic Rash, Lumps, Contracted Cords, Stiffness of the ... eradicates all diseases from the ... caused by indiscretion ... leaving the blood pure ... $4 per bottle, or two for $...

Le Richau's GOLDEN SPANISH ANTIDOTE for the Cure of Gonorrhœa, Gleet, Gravel, and all Urinary or Genital ... Price $2.50 per bottle.

Le Richau's GOLDEN SPANISH INJECTION, a wash and injection for severe cases ... Inflammatory Gleet, Strictures ... of the Kidneys and Bladder. $1.50 per bottle.

Agents for DR. LE RICHAU'S GOLDEN ... for Seminal Weakness, Night Emissions, Impotency, and all diseases arising from ... and excessive abuses. Price ... The genuine Golden ... only in round bottles ... receipt of price, these medicines will ... to all parts of the country by express ... packed and free from observation.

Sole Agents

C. F. RICHARDS & CO., ... and Retail Druggists and ... S. W. cor Clay & San ... San Francisco, Cal.

SAN FRANCISCO.

... W. SPAULDING

... & Repairing ESTABLISHMENT,

... Front street, between ... and Battery ... FRANCISCO

SPAULDING'S PATENT FALSE TEETH ... inserted in circular saws. ... in all its branches, such as ... Toothing, Straightening, etc. ... SAWS of all sizes, also Cross-cut ... Buck, Butcher and Hand Saws ... with a good assortment of saw ... lowest market rates ... faced PLANER KNIVES and MOULDERS always on hand or made to order.

Messrs. KNAPP, BURRELL & CO., ... Merchants, Portland, O., are ... Authorized Agents for Oregon, Washington and ...

... sent through them by telegraph or otherwise ... filled at same rates as if sent to me.

... Bay Coal Agency.

BERRYMAN & DOYLE,

... IN CUMBERLAND, LEHIGH AND ... descriptions of ... & Domestic Coals, also Pig Iron, ... Pacific and Jackson sts, San Francisco. n2bd1p1y

DOCTOR JIM.

The Celebrated Chinese Physician ... returned to ... an absence ... at the ... ton and ... stairs ... patients ... diseases with his known skill.

OPEN FOR BIDS.

... UNDERSIGNED HAS MOVED ... winter quarters, rubbed up ... horses, and is now ready ... at present, itself from ... to the leveling of ... to street work. Cellars ... dispatch. Office with ... Residence, corner Fifth and ... H. BUTTE, Contractor.

Morning Oregonian.

VOL. XIV.—NO. 180. PORTLAND, OREGON, SATURDAY, MAY 9, 1874. PRICE—TEN CENTS.

EASTERN NEWS.

[BY TELEGRAPH TO THE OREGONIAN.]

Elections of Officers.

NEW YORK, May 7.—At the annual meeting of the Chamber of Commerce to-day, Wm. E. Dodge was re-elected President, George Opdyke and Wm. Vermilye Vice-Presidents and George Wilson Secretary.

TOPEKA (Ks.), May 7.—At the annual meeting of stockholders of the Kansas Pacific Railroad, held at Lawrence to-day, Robert E. Curry, Adolphus Meyer, W. W. Lewis, Jr., S. M. Edgell, John E. Greeley, H. W. Sharp, J. Perry, Theodore T. Meleff and Robert Booth of St. Louis, Thomas A. Scott and M. Baird of Philadelphia, L. H. Meyer of New York, were elected Directors. Robert E. Carr was elected President.

Miscellaneous.

NEW YORK, May 8.—The jury in the case of ex-City Treasurer Sprague of Brooklyn ... brought in a verdict of ... insanity ... will inaugurate proceedings ... his property which he turned over to ... the city.

MEMPHIS, May 8.—Letters from the lower part of Arkansas give more gloomy accounts of suffering among the people from floods in the vicinity of ... Chicot county. One thousand persons re... ... destitute.

WASHINGTON CITY.

Congressional Proceedings.

WASHINGTON, May 8.—The House Committee on Pacific Railroads to-day unanimously report and ... the passage of the bill directing the Secretary of the Treasury to demand from each of the Pacific Railroad Companies immediate payment of five per cent. per annum of their respective net earnings, ... by law to be paid over to the Government, to be applied to liquidation of interest on ... bonds. The bill will also contain a provision ... the Attorney General to commence proceedings to enforce the payment of this five per cent., in case the demand of the Secretary of the Treasury is not complied with. Legislation of last ... merely authorized the Attorney General to ... such proceedings. This bill proposes to ... a positive requirement to effect that object.

CHICAGO, May 8.—A Washington special says that ... dug out several important facts during the examination of Governor Shepherd, among ... that the District government, since its organization, has run in debt $16,000,000 over all appropriations by Congress. Among some of the extraordinary items of expenditure was $4,000 for keeping ... old town pumps, another of $8,000 for ... streets and alleys, another of $180,000 paid ... in official newspapers. In the first ... of the organization of the Board of Public Works the Chronicle got $25,000, the Republican $2..., and the Evening Star $19,000. The remainder ... divided among some twenty publications in ... and Philadelphia. Every theater program and hand bill got some of the pap. The ... option was in the amount paid each.

BY ATLANTIC CABLE.

In Parliament.

LONDON, May 8.—In the House of Commons to-day, Bourke, Under Secretary of the Foreign Department said, in reply to a question that the Government desired a resumption of diplomatic relations with Mexico and is ready to receive overtures to that end, ... some such have yet been received. Bourke also, in reply to Sir Henry Wolff, ... the Government had not considered it their duty to take steps to carry into execution the ... clause of the Treaty of Washington.

End of the Huge Strike.

The coal miners in Durham have yielded to terms of employers, and the strike is over.

MADRID, May 8.—The Carlists under Don Alfonso have been ... with heavy loss.

CANADA.

... Transportation Co. Organized in Canada.

OTTAWA, May 7.—In Parliament last night a bill incorporating an international transportation company with a capital stock of $5,000,000 was read the ... time. The company proposes to improve and ... the St. Lawrence river, and the chain of ...

PACIFIC COAST NEWS.

[BY TELEGRAPH TO THE OREGONIAN.]

CALIFORNIA.

From San Francisco.

SAN FRANCISCO, May 8.—Crown Point declared a dividend to-day of $4 a share, amounting to $400,000.

There is an improved tone in the mining share market.

There is little demand on silver in this place at present. Nominal rates are 1 and 1 per cent.

The Original Hidden Treasure Mining Company elected the following Trustees for the ensuing year: William B. Bourne, Robert Sherwood, W. H. Sharp, J. E. De La Montague, John T. Best, J. H. Crocker and S. Pinkham. Subsequently William B. Bourne was chosen President, and David A. Jennings was re-elected Secretary.

The Police Commissioners have commenced ... the charges of corruption against officers Lindheimer and Rogers. Several witnesses, women of all fame, have testified against them. The case is not yet concluded. The evidence so far is of a damaging character.

Interior California.

COLUSA, May 8.—The libel suit for $10,000 ... by William Johns against the San Francisco Chronicle which has occupied the District Court for the past week, was brought to a close to-day by a verdict for the defendant after the jury had been out 20 hours.

WOODLAND, May 8.—The local option election held here to-day was very exciting. The largest vote ever polled—against license 191, for license, 189.

The Clear Lake Water Company's trial is going on slowly, Judge Ramage presiding.

SACRAMENTO, May 8.—About 7 o'clock to-day a little girl named Annie Bryan, aged 3 years, fell over the bannisters of the stairs in the ... House, on Front street, and sustained a contusion of the brain which rendered her unconscious and she died two hours after.

WASHINGTON TERRITORY.

SEATTLE, May 8.—On Thursday last an accident occurred at the Renton Coal Mine near this place, resulting in the death of Andrew ..., Superintendent of the mine. ... was engaged in nailing down a ... upon the railway in the main tunnel, when a loaded car broke from its fastenings and came down upon him, bearing him ... car and passing over his body ... his skull and body. He lived twelve ... in an unconscious state.

Weather warm and showery.

RESIGNATION OF LAND COMMISSIONER DRUMMOND.—The Commissioner of the General Land Office, Hon. Willis Drummond, has sent his resignation to the President. Mr. Drummond states in his letter that the cause of his desire to leave the office is the inadequacy of the salary. When Mr. Drummond took the office, three years ago, the salary was $3,000. He ... at that time about a certain ... position, but was assured by various persons in Congress and out of it that the salary would probably be increased. On ... having entered upon the duties of the office, he became identified with important measures of reorganization and reform that he could not resign till they were successful. Last year the salary was increased to $4,000. When the Salary Repeal bill was passed this session it took effect upon this office with others and reduced the salary again to $3,000. The duties of the office are very difficult and important. The Commissioner has to act judicially upon a more cases than many of the courts of the United States, and these cases often involve the disposition of property valued at millions of dollars. Since Mr. Drummond's resignation he has ... a connection with the law firm of Britton & Gray, of this city, and will remain here in the practice of his profession. By his resignation the Government loses one of the very best and most efficient of its officers.—Wash. Cor. N. Y. Times.

At a regular meeting at Tangent, of Bannock Lodge No. 300, I. O. G. T., on the 2d inst., the following officers were duly installed for the ensuing term: Harry Winthrop, W. C. T.; ... D. Spangler, W. V. T.; J. J. Beard, W. ...; W. F. S., John Luper, W. T.; ... Boggs, W. C.; John F. Beard, W. M.; ... Beard, W. I. G.; Horace McCully, W. ...; Caroline Boggs, R. H. S.; Ella Luper, ... S.; Miss Lunie King, W. A. S.; ... W. D. M.; D. F. Spangler, P. W. C. T.

A VOICE FROM TIMBUCTOO.

WHAT ... THE DAWNE.

... May ..., 1874.

TO THE EDITOR OF THE OREGONIAN:

The Democratic papers of the State have had many very fine things to say about Dr. Dawne, their nominee for Superintendent of Public Instruction, and ... all of them have spoken in the most disparaging and bitter ... terms of the qualifications of Mr. Oglesby, the Independent candidate for the same position. One would think from the tone of their remarks that there could be no doubt what ever of Dr. Dawne's fitness, and of Mr. Oglesby's unfitness for the position. They say, for instance, that Dawne is "a gentleman of fine scholarly attainments, ... is a man of finished education, and that he is eminently qualified for the office." In fact one paper, the Bedrock Democrat, even goes so far as to say that he is perhaps "the best qualified man in the State"—which is certainly putting it pretty strong. On the other hand they represent Mr. Oglesby as "a third rate school teacher," "a man of limited ability, and of still more limited education," and "wholly unfit for the position."

Now I happen to know something of the qualifications of both these gentlemen, having had ample opportunities of ascertaining the facts from intimate personal friends and acquaintances of theirs, and I undertake to say that nothing could be more unfair or further from the truth than this statement of the respective merits of the two candidates. From what I know of them I am ready to state unhesitatingly that in my judgment if Mr. Oglesby's qualifications were only one fourth as great as they are they would still be superior to those of "Dr." Dawne.

I do not claim that Mr. Oglesby is a finished scholar. He makes no pretensions to anything of the sort. But he is a gentleman of good academical education, having had a pretty thorough training in mathematics (up to Calculus), and in the Natural Sciences and the common English branches, and having a fair knowledge of Latin. He was educated principally at the Academy of Wilbur, and as I am informed, completed with honor the prescribed course of study in that Institution. He has been for many years nearly all his life a resident of Oregon and understands her people and their wants and ways. Besides this he is a practical school teacher and is thoroughly conversant with our public school system and with the workings of the schools. He has been engaged in teaching, chiefly in public schools, for a number of years, and has taught successful terms of school in five or six of the principal counties of Central and Southern Oregon. For two or three years he was Principal of the ... Creole Academy at Dallas, and has recently closed a term as Principal of the Roseburg Academy. His native ability, though by no means extraordinary, is at least respectable.

Now, how is it with "Dr." Dawne? In the first place I affirm that so far from being as the Democratic papers would have us believe "a gentleman of fine scholarly attainments," he has no scholarly attainments at all either coarse or fine. I have heard him preach once, and I am sure that he cannot speak ten consecutive sentences without betraying the grossest ignorance of the English language. His writing is still worse. A gentleman who is a scholar assures me that he has seen at least a half dozen letters from Dawne, and that they prove him to be—to use that gentleman's own language—"positively an illiterate fellow." As samples of his orthography I may mention the fact that, unless he has changed recently, he spells Professor with two f's thus, "Proffessor," whip with two o's, thus, "whoop," and "deeds" thus, "dedds." His spelling of the last word mentioned, I can vouch for. I saw it a few days ago, spelled as I have indicated, in a business document in his own hand writing, and signed with his name. His education is as defective, too, in other particulars as it is in the art of spelling and writing the English language correctly. For instance: The other day in a drug store in Salem he happened to be talking with another gentleman, and in the course of the conversation Cape Cod was mentioned, when, to the intense surprise of those who were standing by, Dawne asked: "Where is Cape Cod anyhow?" Some of them thought he was only joking, but it turned out that he was in sober earnest and that he actually did not know the location of Cape Cod. I might cite other evidences of his ignorance, even of his own profession of medicine, but these must suffice. Indeed he hasn't even a decent common school education. There are boys in the public schools in Portland who are far better educated than he is. I venture to say that there is not a county in the State in which he could get any kind of a teacher's certificate on a fair examination.

Besides all this Dawne knows nothing whatever about our school system, or any other. He has only been in Oregon a little over a year and a half and has never been inside one of our public schools. He never taught school a day in his life—indeed, he couldn't if he should try.

In ability the "Doctor" is hardly up to the Oregon average, however he may have ranked in Arkansas. Indeed it would be a physical impossibility for him to be a man of much intellectual caliber, unless a flowing beard were a receptacle for brains. It would take exceedingly close stowage to put a very large amount of mind in so small a head as he carries. A little shrewd knack for cribbing other people's sermons is what has made him a preacher. I have been told by one of his parishioners—one who professes to know that he has a volume or two of sermons preached by some old English divine a century so ago, and that this is the source from which he draws his eloquence. Occasionally, however, he dips into Bascom or some other more modern sermonizer and gives his hearers something ... Dr. Geary says that the sermon he preached in the Presbyterian church in Albany some months ago was one of Bascom's.

But this is not all. Circumstances have lately transpired which go to prove that Dawne is a downright impostor. Shortly after he came to Oregon he was elected to a Chair in the Faculty of the Medical Department of the Willamette University at Salem, he having represented himself to Dr. Carpenter, the Dean, and other members of the Faculty as a regularly educated physician and a graduate of the Medical Department of the University of Louisiana of the class of 1860. He ... to the medical ... his sermons were ... as ... were ... to put it mildly. At the close of the term ... his name to the Diploma as ... A. M., M. D. Subsequently when it was proposed to ... a ... Chair in the Faculty, a little closer inquiry ... into his qualifications unearthed certain suspicious ... It was found ... that his ... of certain things which every well ... physician ... Dr. Carpenter then wrote officially to the Dean of the Medical Department of the University of Louisiana asking information about Dawne's case. Some two weeks ago a reply to this letter was received by Dr. Carpenter, in which it was stated that no ...

TIMBUCTOO.

... A member of the ... the ... of the Board ...

OREGON

A Forest Grove doctor has a live specimen of the horned toad. It was sent him from San Diego, Cal.

Marion Bennett, near Springfield, Lane county, cut a terrible gash in his foot last Wednesday.

The Grangers of McMinnville have purchased a lot and will build a hall upon it this summer.

Messrs. Patton and Humphreys of the Red Hill, Marion county, killed 9 wolves in one day last week.

The Dixon now only makes one weekly trip up the Yamhill. Freight has become rather scarce up the river.

A stampede of some 300 head of cattle in Hillsboro a few days ago, created quite a stir and a tremendous dust for a short time.

The employes of the Willamette Woolen Mills presented on Wednesday evening to Mr. Joseph Holt, the late Superintendent, a beautiful gold bearing quartz mounted cane.

Wheelock Simmons has offered the citizens of Hillsboro the use of sufficient ground for picnics and base ball purposes and other out door meetings for ten years on consideration that they will fit up the grounds for said purposes.

Advices of an encouraging character are received from nearly every grain growing county in the State. The wheat blade is strong and healthy and everything is propitious. The increased acreage planted gives assurance that the crop will be larger than ever.

Officers of the Gamma Sigma Society at Forest Grove for the present term: President, W. H. Latourette; Vice-President, H. Limora; Rec. Sec., J. T. Martin; Cor. Sec., D. F. Gresswell; Treasurer, L. Bilyeu; Sergeant at arms, J. O. Stevenson.

The Astorian publishes a table showing that in twenty one years only eight vessels out of 10,000 have been lost in crossing the bar at the mouth of the Columbia. With all that has been said of the dangers of the bar there are but four ports of entry in the United States boasting of a better record than this.

The following are the officers of Unity Grange No. 112: W. M., S. S. Whitcomb; O., S. Lunan; L., J. Martin; S., W. C. Curry; Chap., ... Robertson; Treas., J. Grimes; Sec., K. Pettyjohn; G. W. T. W. Terry; Ceres, Mrs. Robertson; Pomona, Mrs. T. S. Whitcomb; Flora, Mrs. M. Terry; L. A. S., Miss Luth Price.

The Albany Register says the Ione, Gazelle and Willamette Chief have been placed at the disposal of the farmers and the people generally along the river to make an excursion to Astoria. The Bonn will leave from Harrisburg, the Ione from Albany, and the Chief from Salem on the same day—25th inst. Tickets selling fast.

The Congregational Society at Forest Grove has decided to invite Rev. D. B. Gray to accept the pastorate of their church for the ensuing year. He was formerly pastor of the Congregational church at Astoria but more recently minister of the Congregational church at Oakland, Cal., and is a preacher of more than average ability and a man without blemish.

The most important case before the last term of the Circuit Court was that of the Willamette Falls Canal and Lock Company against Jas. M. Moore, of Oregon City. Mr. Moore sued the Company for $10,500—for rent of land $500, damage to ferry, $5,000, value of land $5,000, in all $10,500. The jury allowed him $...85. The Company proposed paying him $125.

The Oregon City election last Monday resulted in the selection of the following persons: Mayor, I. O. McCown; Councilmen, A. ... Apperson, J. ... Barlow, H. Cochran, J. D. Miller, M. A. Stratton, Frank Albright and Wm. ... Broughton; Recorder, M. C. Athey; Marshal, ... N. Williams; Assessor ...; Street Commissioner ...; School Superintendent ...; City Attorney ...

The Forest Grove Independent says Rev. ... Walker, pastor of the Congregational church at that place, has announced his determination not to be a candidate for the pastorate of the church for the next term, owing to advanced age and poor health. Mr. Walker has served ... and ... generation long and faithfully ... only retires from active ... when compelled by the infirmities which time and trial ... upon him.

The Salem Statesman says: On Tuesday ... the ... and started to go ... the ... which ... Yesterday morning ... of the ... found ... but ... we were unable ... at the time he started across the river ... supposed he was drowned.

Speaking of the ... Independent says ... that ... the ... lightning shook ... the forests ... we ... the last sentence that the writer would have difficulty in sustaining himself.

At a regular meeting of Western Star Lodge No. ..., ... the following officers were elected for the ensuing term: M. M. Wadsworth, W. C. T.; Lizzie West, ... W. V. T.; ... Liggett, W. S.; Geneva ... W. F. S.; ... W. T.; ... W. C.; ... Purdom, W. M.; ... Isaiah Wilson, ... Lizzie William, ... Delegates to attend Grand Lodge—M. Wadsworth, D. ... Taylor, Lizzie William and Lizzie Westlake.

Says the ... of the 2d: The stage company is at ... compelled to ... the ... between Trout creek and Wagontown, Idaho, but coaches are now being run from the latter place to Pennville.

THE TERRITORIES

... Baker ...

... the ...

... W... Washington ...

The scarlet fever ... Silver City ...

Mrs. Carlin ... Olympia ... Wright ... her trunk not long ...

A hard ... to ... the ... of ... on the evening of the ...

Three ... to ... from the ... who ... two ...

The officers of ... mill now ... have ... Lumber ...

... on his place at ... will open ...

The schooner D. ... is being ... obtain a load of lime at San Juan will take a cargo of lumber from Freeport.

The old Silver City Theater has been torn down and moved to the ... mine where it will be rebuilt for an engine house etc.

The weather is about as warm as it ever gets in Boise City and the farmers of the valley are jubilant over the prospect of big crops this season.

William Jones, formerly a screw turner at Port Madison Mills, has been adjudged insane by the Probate Court of Kitsap County and committed to the Insane Asylum.

The Cheyenne Leader generously offers a ... coal mine—that is a coal mine ... near the line of the Union Pacific railroad and east of the Black Hills.

Two hunters near Bismarck, Dakota, during the past winter captured ... elk, 79 white tailed deer, four black tailed, 85 antelope, 100 lbs of beaver, ... wolf, 8 badgers, 5 mink, 12 foxes and about 2,000 chickens.

The Denver Brewing Company have paid out since the first of January last over $40,000 for barley from Utah and California. Their purchases during the month of April, from California amount to over $1,000.

The crickets, says the Lewiston Signal, have totally devoured one or two crops of grain on the Clearwater river and are being vigorously fought by the farmers in the vicinity of Tammany Hollow. They are very numerous this season.

The Cheyenne Leader reports that a considerable cavalry force will be fitted out soon at Fort Laramie for an expedition towards the Powder river country—whether to fight Indians or to send back the Bozeman people who have gone in there—is not known.

Says the Lewiston Signal of the 2d: The castings for Chapman Bros.' sawmill have arrived from Portland. They were taken up the river to the mill, and we may expect that the lumber to be used in completing the ditch will soon come down Clearwater, and then work will be resumed on the ditch.

Snow at Cimarron, New Mexico, is a foot deep. The most severe storm of the year has just visited northern New Mexico and southern Colorado. A great many sheep have been lost west of the Rio Grande river in that territory, and a large number of cattle have perished in the Tierra Amarilla country.

The Seattle Intelligencer of the 4th says: Yesterday we noticed on one piece of the Seattle Railroad with their coats off and sleeves rolled up the following gentlemen: Dexter Horton, Rev. Norman McLeod, Rev. Mr. Casper and Capt. Geo. D. Hill, Chief Justice Jacobs and Hon. John Denny, similarly occupied, were not far off.

Gov. Salomon informs the Echo that he has received orders from the Washington Coal Company to commence work next week opening their coal mine near Tenino, and that work will be pushed vigorously from this time until a full supply for shipping is procured and then the supply will be continued without abatement.

A correspondent, writing from Fountain, between Colorado Springs and Pueblo, reports that the recent severe snow storms were the most damaging to stock ever known in that region. Cattle and sheep that were thin in flesh and not properly cared for died in considerable numbers. There was no loss where herds were properly cared for.

The following is the list of officers of Wilderness Lodge No. 11, Oyster Bay, W. T., for the ensuing quarter: W. C. T., ... Kennedy; W. V. T., H. M. Callow; Sec., ... Callow; F. S., J. W. Shelton; Treas., Mary Campbell; Chap., John Campbell; M., R. Welch; I. G., Aseneth Shannon; O. G., Levi S. Shelton; R. H. S., Mary Shelton; L. H. S., Jimie Shelton; L. W. C. T., Wm. Callow; L. D., John Campbell.

ROLL OF THE LORDS.—The roll of the Lords spiritual and temporal just printed by order of the House of Commons begins with the Prince of Wales and the Duke of Edinburgh. They are the only sons of Her Majesty who are peers of Parliament, for Prince Arthur, although he became a Privy Counselor three years ago, has not yet received a peerage, and Prince Leopold will not come to age till April 7. The third name on the roll is that of a dethroned King, Her Majesty's cousin, the ex-King of Hanover, who sits in the House of Lords as Duke of Cumberland and Teviotdale. The Duke of Cambridge is the fourth and last member of the royal family on the roll, and after him follow the Archbishop of Canterbury, the Lord Chancellor and the Archbishop of York. The Duke of Richmond comes next by virtue of his office as Lord President of the Council, though in proper ... the ... after the D. ... of Norfolk and the Duke of ... Including the representative peers ... Ireland and Scotland the ... number of peers in Parliament is ... but there is a vacancy among the Irish representative peers caused by the death of Lord Blaney.

HARD ON JOHN. ... placard on ... streets in ... which ...

NOTICE ...

...

Well if the ... understand ... puzzle an English ...

WHO OWNS THE CHILD?—A case will soon come before the Court ... in this city ... a ... who ... was ... in four ... another month she was married to her second husband and ... from this marriage, ... gave birth to a child by her first husband a short time ... her second husband, obtained a divorce from her, and the Court gave him the child. The first husband wants the child, and the two fathers ... Where's Solomon?—

Schenck is probably the best poker player in the United States except Charley Farwell and ... Logan. He is a splendid talker on the stump and abounds in anecdote. He has the perseverance of the devil. He don't know when he is licked. Just put him on the track and he is one of the most persevering men I ever knew in my life. He is a good drinker and has all the qualities that make him popular with the fast Englishman.—

BANKS.

LADD & TILTON, BANKERS.

DEPOSITS RECEIVED, AND COIN AND CURRENCY ... subject to Check at sight.

COLLECTIONS made and proceeds promptly remitted.

INTEREST FROM DATE paid on Coin Time Deposits.

Coin & Currency Exchange

(Sight and Telegraphic) for sale on

SAN FRANCISCO — NEW YORK
ST LOUIS — CHICAGO

Bills of Exchange,

Drawn in the usual way for any sum desired on

LONDON — HONG KONG,
PARIS, — BERLIN,
FRANKFORT ON THE MAIN

THE FIRST NATIONAL BANK OF PORTLAND.

Designated Depositary and Financial Agent United States

President — HENRY FAILING
Cashier — JAMES STEEL

DEPOSITS RECEIVED IN COIN OR CURRENCY subject to check at sight.
INTEREST ALLOWED on Time Deposits of Coin.
LETTERS OF CREDIT issued available in the Atlantic Cities.
SIGHT EXCHANGE AND TELEGRAPHIC TRANSFERS payable in Coin or Currency, for sale on NEW YORK, CHICAGO, SAN FRANCISCO, ST. LOUIS.
SIGHT or SIXTY DAY BILLS drawn in sums to suit direct on LONDON, PARIS, BERLIN, FRANKFORT ON THE MAIN.

THE BANK OF BRITISH COLUMBIA.

Incorporated by Royal Charter.

Paid up Capital.........$1,562,500

WITH POWER TO INCREASE TO

$10,000,000.

HEAD OFFICE—5 East India Avenue, Leadenhall Street, London.

BRANCHES

In Vancouver Island, British Columbia, San Francisco and Portland.

AGENCIES

In New York, Canada, Scotland and Ireland.

Exchange for Sale on

England, Ireland, Scotland, New York and Canada.

INTEREST ALLOWED on Time Deposits at the rate of SIX (6) PER CENT. PER ANNUM for periods of three months and upwards.
Approved Bills discounted or Collected. Loans made on available collaterals.
EDWIN RUSSELL, Manager.

The Anglo-Californian Bank,

(LIMITED)

414 California Street, San Francisco.

London Office, - - - 3 Angel Court.
New York Agents, J. & W. Seligman & Co. 21 Broad Street.

AUTHORIZED

Capital Stock - $6,000,000

Will receive Deposits, open Accounts, make Collections, buy and sell Exchange and Bullion, loan Money and issue Letters of Credit available throughout the world.

R. G. SNEATH, IGN. STEINHART, Managers.
oc15d1y

MARKETS.

HOME AGAIN!

J. S. KELLER,

Has returned to the

COR. MADISON AND FIRST STREETS,

Where he will be prepared to supply Fresh

Beef, Pork, Mutton, Veal, Etc.,

WHOLESALE AND RETAIL.

REMOVAL—ENLARGED.

REID & VESTAL, CENTRAL MARKET,

(Formerly of Stall 2 and 21) now occupy

Stalls Nos. 8, 9 and 10.

INCREASED FACILITIES for DISPLAY.

PORTLAND MARKET.

E. H. GARLING,

Cor. MORRISON and SECOND STREETS,

KEEPS CONSTANTLY ON HAND the best of all kinds of MEATS. All orders delivered in any part of the city Free of Charge. Also KOSHER BEEF, VEAL AND MUTTON.

CHRIS. SCLOTH

INVITES HIS OLD PATRONS AND the public generally to call at his

NEW BUTCHER SHOP,

Washington St., one door East of Third.

PROFESSIONAL CARDS.

JOHN B. PILKINGTON, M. D.

OCULIST AND AURIST.

ROOM 3—DEKUM'S BUILDING, CORNER FIRST AND WASHINGTON STREETS.
Office Hours—10 ... to ... 8 P. M.

DR. MARY A. THOMSON,

Physician and Accoucheur.

RESIDENCE AND OFFICE—Third street between Salmon and Main, opposite the Public Square. Calls attended in any part of the City. Batteries for sale and instructions given on the use of Electricity as a Remedial Agent.

DR. C. SCHUMACHER,

Physician & Accoucheur,

Pfunder's Drug Store,
First and Oak Sts.

PHIL. SAUNDERS,

Has Opened his Exchange,

N. E. Cor. ... and Front Streets.

AN EXCELLENT LUNCH DAILY.

Harmony Encampment No. 4, I. O. of R. C.—Meets Tuesday Evenings at Good Templars Hall, corner Third and Alder streets, at ... o'clock.

DRY GOODS.

CLARKE & HENDERSON.

OUR SPRING AND SUMMER STOCK OF DRY GOODS is now complete.
The variety of Styles and Prices in every Department is too numerous for description, but we confidently say that by reason of our increased facilities for purchasing both Foreign and Domestic Goods we have never been able to place before the public a better selected Stock, and certainly never before have we offered such inducements in the way of moderate prices and good values as at the present season.
A Large Stock of Gents Furnishing Goods always on hand.

We have received from the East a consignment of 50 LINEN SUITS to sell on commission. New Styles handsomely trimmed, which we will sell for cash at very low prices. To be closed out in 10 days.

CLARKE & HENDERSON.

Corner First and Washington Streets.

HOTELS AND RESTAURANTS.

ST. CHARLES HOTEL,

Corner Front and Morrison streets

PORTLAND, - - - - - - OREGON.

FIRST CLASS ACCOMMODATIONS

At Reasonable Rates.

P. FLEUROT.

RE-OPENED!

CLARENDON HOTEL!

Corner of F and First Streets,

PORTLAND, OREGON.

THIS MAGNIFICENT HOTEL, NEWLY FURnished throughout in a superb manner, is now open for the reception of guests.
The Finest Rooms and the Best Table, in Oregon, at moderate prices.
Situated within two blocks of the Depots of the Oregon and California and Oregon Central Railroads, and within one block of the wharf of the Oregon Steamship Company.
Street Cars pass the door.
Free Coach to and from the House.
Street Car tickets furnished free to guests.
HALLETT & YOUNG.

THOMPSON'S

First Class Two-Bit House.

THE HOUSE IS NEW, HARD FINISHED AND ROOM FOR 100 BOARDERS.
Come and try it, and tell me if ... I'll return your money and stand the whisky.
Board $4; with Lodging, $5; Meals, 2 Bits, Beds 2 Bits.
The House open all night. No whisky sold on the premises.
HOUSE TO LET, on Third street, opposite the Market Square. Apply at Thompson's Hotel.

COLONIAL HOTEL,

Government Street, - - - Victoria, B. C.

CONDUCTED ON THE EUROPEAN PLAN.

Suits for families and Single Rooms. Good Style.
Every attention paid to the comfort of Guests.
Private Diningroom for Ladies and Families.

BILLIARDS AND CIGARS.

LUCAS & REDON, Prop'rs.

Independent Champions Red Cross.

THE FOLLOWING GRAND LECTURERS AND Organizing Officers have been appointed for the I. C. R. C.:
REV. A. C. McDOUGALL, S. C.,
REV. R. G. HAWN,
WM. HARMAN, the Chicago Blacksmith.
Persons desiring the services of any of the above named officers to lecture or organize Encampments are requested to address this office.
C. E. BURROW, Gr. Com.
Salem, Feb. ..., 1874. feb27d3m

WHITE GOODS.—SWISS MULL, DOTTED Swiss, India Book, Jaconet, Twill, French Tucking, Muslin, Tucked Frocking, Plain Striped and Checked Nainsook and Jaconet, Brussels Nets, Linens, Lace Curtains, &c. HAMBURGH EMBROIDERIES, and other New Goods just received direct from New York by JOHN WILSON, 107 Third St.

A. P. HOTALING, San Francisco. — E. C. LORD, Portland.

A. P. HOTALING & CO.,

Sole Agents for the J. H. Cutter

Old BOURBON WHISKY,

And Importers of

FINE WINES AND LIQUORS,

431 Jackson St., San Francisco

And 25 Front Street, Portland, Oregon.

RAILROADS.

Oregon & California R. R. Co.

To Take Effect Monday, Feb. 16th, 1874, at 4 A. M.

DAILY TRAINS WILL RUN BETWEEN

PORTLAND AND ROSEBURG

As follows:

LEAVE		ARRIVE	
Portland	7:45 A. M.	Roseburg	... P. M.
Roseburg	4:30 A. M.	Portland	... P. M.

ALBANY EXPRESS TRAIN.

DAILY (EXCEPT SUNDAYS) As follows:

LEAVE		ARRIVE	
Portland	3:50 P. M.	Albany	8:25 P. M.
Albany	5:30 A. M.	Portland	10:05 A. M.

The Oregon and California Railroad Ferry makes connection with all Regular Trains.
Close connections are made at ROSEBURG with the Stages of the Oregon and California Stage Company.

Cor. F and Front Sts., at Ferry Landing, PORTLAND.

Storage will be charged on freight remaining in Warehouse over 24 hours.
Freight will not be received for ... after 5 o'clock P. M.
J. BRANDT, Jr., Gen'l Sup't.
E. P. ROGERS, Gen'l Freight and Passenger Agent.

The Oregon Central R. R. Co.

To take Effect Monday, March 30th, 1874, at 6 A. M.

Daily Trains will run between

PORTLAND AND ST. JOSEPH

AS FOLLOWS:

LEAVE		ARRIVE	
Portland	...	St. Joseph	... P. M.
St. Joseph	... A. M.	Portland	... A. M.

Connecting at Cornelius with Stages for Forest Grove; at St. Joseph for ... and West Lafayette, McMinnville, ... Monmouth, Independence, Buena Vista and Corvallis.
Passengers received at Fourth street siding on giving signal to the train, but are prohibited from getting on or off the train at any other point on the street.
Passengers getting on the train at Ticket Stations without tickets will be charged ... five cents extra.
Sunday Excursion Tickets withdrawn until May, 1874.
Freight received at the Portland Warehouse and Dock Company's Wharf and will not be received for shipment after 4 P. M.
J. BRANDT, Jr.

Northern Pacific Railroad.

PACIFIC DIVISION

Now COMPLETED from

COLUMBIA RIVER TO PUGET SOUND!

KALAMA TO TACOMA—THE TERMINUS.

By this Route QUICKEST TIME and LOWEST RATES are secured for Passengers and Freight between

PORTLAND & COLUMBIA RIVER, And Victoria and all Sound Ports and Intermediate Points.

WEDNESDAY, JAN. 28, 1874.

NEW ARRANGEMENT.

Time Schedule—Condensed

NORTHWARD—Passengers ... leaving Portland on O. S. N. Co.'s ... at ... arrive at Kalama at 1 P. M. ... with Stage for Olympia ... at 6:30 P. M., connecting with First ... of P. S. S. Nav. Co. for all Sound Ports.
SOUTHWARD—Leave Tacoma at ... A. M., leave Tenino at 8:55 A. M. (Stage ... connecting) and arrive at Kalama at ... P. M., connecting with O. S. N. Co.'s Steamers for Portland and River points same day.
J. W. SPRAGUE, General Superintendent.
H. W. FAIRWEATHER, Gen'l Freight and Ticket Agent.
Kalama, Jan 28, 1874.

The Chicago, Rock Island and PACIFIC RAILROAD.

The Great Central Iowa Short Line

OVERLAND ROUTE.

With its connections East and West,

Is the Shortest, Quickest and Best Route between the

Pacific and Atlantic,

VIA

Des Moines, Rock Island and Chicago.

THE ONLY ROUTE CARRYING THE THROUGH OVERLAND AND LETTER MAIL—making close and reliable connections at OMAHA with trains arriving from the West by

The Central and Union Pacific Railroads,

AND AT CHICAGO

With all FAST EXPRESS TRAINS East, North and South.

The most elegantly furnished Parlor ... Cars ever used on any Railroad are now built, owned and run by this Company between Omaha and Chicago.

THROUGH TICKETS to all points East, can be obtained at the Oregon & California Railroad Office, Portland, Oregon. And at C. P. R. R. offices in San Francisco and Sacramento.

Be sure your Tickets read via Rock Island.
A. M. SMITH, General Passenger Agent, Chicago.
HUGH RIDDLE, General Sup't, Chicago.
WM. R. STEELE, Passenger Agent, San Francisco.

HOMES! HOMES!

THE UNDERSIGNED HAS A FEW PLACES for BEAUTIFUL HOMES! for sale CHEAP and on EASY TERMS.
I. H. C. SCHUYLER, ... Front street.
Portland, May 4, 1874. my dlm

M! M!! M!!

MORLOFF'S MOTH MIXTURE MOST CERTAINLY DESTROYS MOTHS LIKE MAGIC.
Prepared and sold at PFUNDER'S PHARMACY.
HODGE, CALEF & CO., Wholesale Agents.

PROF. J. H. MARTIN,

Astrologer & Clairvoyant.

WILL TELL YOU ALL YOU WISH TO KNOW and no humbug. Call and you will be convinced. For particulars write and send stamped envelope or call at my office, N. W. cor. Third and ... streets ...

NEWSPAPERARCHIVE® NEWSPAPERARCHIVE®

The Daily Oregonian.

SATURDAY MORNING MAY 9, 1874

THE INDEPENDENT TICKET

An excellent ticket has been brought out by the People's Nominating Committee of this county It would be difficult to suggest any point wherein it could have been bettered The gentlemen nominated are among the substantial citizens of the county, and of unquestioned standing And as to ability there is no comparison between them and the ticket nominated by the Ring The latter, though not all bad, is generally weak while the People's ticket is strong throughout The Committee had a larger body of suitable persons to select from because a large majority of the responsible citizens of the county are understood to sympathize with the reform movement, and the People's ticket being the result of careful selection by the whole Committee naturally has advantages over any ticket selected, as the Ring ticket was by a caucus of only a part of the Convention, while many of the members were carefully excluded lest their presence and participation should smash the slate made up by the managers.

The People's ticket appears to give very general satisfaction, and its election is considered certain

LAST NIGHT'S DISCUSSION

Our crowded columns will not admit of such a notice of the discussion last night between Mr Davenport and Mr Williams as we would wish to make An unusually large audience listened with respectful attention through the two and a half hours occupied by the speakers Mr. Davenport opened the discussion with a calm sober retrospect of recent political history, analyzing the causes which led to the disruption of the Democratic party and the decline of the Republican party He traced the growth of corporational power from its inception up to its present day of overshadowing supremacy His indictment of the rings was a strong and convincing array of facts and figures which were in no instance denied by Mr Williams

The address of Mr Williams was noticeable chiefly for the ingenuity with which he evaded the pointed interrogatories of his opponent He met no issue squarely he hazarded no reply to the pungent arraignment of his party, which was the sinew of Mr Davenport's speech His attempt to prove that political parties should not be held responsible for the official acts of their representative men was a chain of fallacies that would not hold together until the close of his speech or he doubled on his track repeatedly Mr Williams said many smart things with which the *claquers* of the Custom House seemed well pleased

When Mr Davenport rose to reply it was clearly apparent that nine-tenths of the large audience were with him They testified their approbation of his manly, dignified argument by repeated outbursts of applause His allusion to Mr Williams' acceptance of the nomination on the Hipple resolution, which has never been rescinded, was greeted with thunders of long-continued applause. The universal verdict was that Mr Davenport made the argument, and that Mr Williams had no decided opinion on any question at issue between them

THE RAILROAD MEETING TO NIGHT

We hope that the meeting called for tonight for the purpose of obtaining a popular expression in behalf of the Portland, Dalles and Salt Lake Railroad Bill, now pending before Congress will be attended by every citizen who has at heart the welfare and prosperity of our city and State We will not now attempt to rehearse to our readers the incalculable benefits that will follow the construction of this highway These things are sufficiently understood But there is at this time an obvious necessity for renewed effort

A brief retrospect of the enterprise may not be inappropriate It was inaugurated by the incorporation, in 1870, of the Company under the general corporation law of this State Its objects as defined in the articles of incorporation are to construct equip and maintain a railroad from Portland, by way of The Dalles, Umatilla Landing, Grand Ronde and Powder River and Burnt River Valleys, and through Southern Idaho to a junction with the Union Pacific at some point near Great Salt Lake Considerable outlays have already been made in surveys mapping, printing, etc We believe the grading was started at one time Considerable surveying has been done between Columbia River and Uniontown, Union county, and along the Columbia on this side of Umatilla. The outlay of funds for this preliminary work has been borne in great part by those who conceived the idea and devised the plan of the road About eighteen months ago the Company obtained from Congress a franchise granting the right of way for the entire length of the road and the right to use construction material found on the public lands, and a grant of forty acres in every twelve miles for depot purposes At that time even this concession was justly esteemed a considerable victory Other corporations were applicants for favors from Congress, but were denied. Only two days after this action Congress refused a similar grant to the Colorado and Utah Company

The bill now pending has it is believed excellent chances for success Its opponents in Washington City are alert and active its friends in Oregon—in Portland especially—should awaken to this Let every citizen attest by his presence to night, that the people of Portland are not indifferent to the success of a project that is well nigh indispensable to the future prosperity of our State

It occurs to us the Boston *Post* is liable to misconstruction when it says Dr Brown Sequard once grafted a cat's tail to a rooster's comb, but that is nothing compared with sending Bingham as Minister to Japan What then would the sardonic *Post* say to Thomas B Van Buren's appointment to the Consulate of Kanagawa'

We publish this morning a very interesting decision of the U S Circuit Court announced by Judge Sawyer The great length of this opinion crowds out much of our usual matter

PROCEEDINGS OF THE PEOPLES NOMINATING COMMITTEE

FRIDAY May 8 1874

The People's Nominating Committee of Multnomah county met at the Court House at 10 o'clock A M, pursuant to adjournment

The report of the Committee on Resolutions being the first order of business the Chairman Mr C B Bellinger stated that the Committee were not ready to report and asked that the Committee be allowed till 1 o clock P M which request was on motion granted

Of the forty four members of the Committee thirty six were present in person and five by proxy

Mr William Hill stated that he was informed the County Court room in which the meeting was held could not be had in the afternoon and that as the afternoon meeting of the Committee might extend into the evening and the Congressional candidates were to speak in the Circuit Court room, he would move that the Committee adjourn to meet at 1 o clock P M in Philharmonic Hall and that they then meet to make nominations with closed doors which motion prevailed

AFTERNOON SESSION

The Committee met at 1 o clock P M The resolutions reported by the Committee on Resolutions, after some amendments were adopted The resolutions are as follows

Resolved 1 That the compensation of Clerk and Sheriff of this county should be fixed salaries not exceeding for the Sheriff [illegible] and for the Clerk $1000 per year that the law allowing fees to these officers taxable against the county should be repealed and their other fees should be reduced to the rates allowed under the law of 1870 such fees (except mileage of Sheriff) to be collected by the respective officers and paid into the County Treasury that each of these officers should be allowed such number of deputies as the County Court consulting of the Judge and Commissioners should determine to be necessary and such deputies should be paid out of the County Treasury salaries not exceeding $100 per month each

2. That there is no necessity for more than one assessor treasurer or tax collector for the city and county, and the duties of each of these officers could be performed quite as well and more economically by a single officer for both city and county the compensation for such duties to be apportioned between the city and county according to a fair estimate of the work required by each

3 That the appropriation out of the county treasury of moneys as salaries for jailor and janitor is in violation of law and a disregard of the interests of the people of Multnomah county and the candidates named by this Committee for Judge and Commissioners are pledged if elected to discontinue such appropriations as well as all others not necessary in the administration of county affairs

4 That the Charter of Portland should be so amended as to make the Board of Police Commissioners consist of the Mayor of the city (who should be the President of the Board) and two Commissioners appointed by the Governor and the Common Council should have power to fix the number of police officers by ordinance

5 That we heartily approve of the exertions of our delegation in Congress in behalf of the Portland, Dalles and Salt Lake Railroad that we regard the building of said road as essential to the development of this city and State and the candidates named by this Committee for the Legislature are instructed to secure if possible such legislation as shall give the right of way for said road through this State and to endeavor to secure the adoption of a memorial asking Congress to aid said road

6 That there should be passed an efficient law providing for the registration of voters to prevent frauds in elections

7 That the candidate named by this committee for the Legislature are pledged to endeavor if elected to secure legislation in accordance with these resolutions and to exercise and demand the most rigid economy in all departments of the public service and to reduce taxation in every practicable way

The Committee then proceeded to make nominations with the following result

For State Senators—William Strong and J S M VanCleave

For Representatives—Jacob Johnson, C W Gay, R S Jewett John Gearin William Sherlock S Norris and Raleigh Stott

County Judge—W F Trimble

County Commissioners—H Hansen and Chas Holman

Sheriff—E J Jeffrey

Clerk—George L Story

Treasurer—A Waldman

Assessor—John Dolan

Surveyor—C W Burrage

Superintendent of Schools—Rev T L Eliot

Coroner—Dr G Kellogg

After the passage of a resolution expressing the opinion of the Committee that it is desirable that business houses be closed on the day of election and the appointment of an Executive Committee the Nominating Committee adjourned subject to the call of the Chairman.

GEORGE WOODWARD, Sec y

MORE PAYMASTERS AHEAD —A Washington dispatch of April 30 says Logan called up the Senate bill for the increase of the Pay Department of the army fixing the number of paymasters at fifty with the rank, pay and emoluments of Major of cavalry

Several amendments were offered, providing for the manner of appointments and the class from which they are to be made

Logan opposed any provision which would direct the President who to appoint The President was a military man, and knew as well how to select good Paymasters as any Senator Some Senators seemed to have lost faith in the President within the last few days, but he (Logan) had not

All amendments were rejected and the bill passed—21 to 18

The bill provides for six new Paymasters

HOW A NEW YORK REPORTER OBTAINED AN EXCLUSIVE ITEM —A New York dispatch of April 29th says a remarkable circumstance connected with the suicide of ex-Congressman Browne of Staten Island yesterday was that on the day previous he called at the office of a New York morning paper and asked for a reporter to accompany him to Staten Island, where he would give him a piece of startling news The reporter went with him Browne related to him his history rehearsed his political opinions and then announced his determination to kill himself telling the reporter that he would be a dead man to-morrow On the next morning early Browne was found dead in his bed from poison

THE HOWARD CASE —A Washington dispatch of May 1st says The testimony of the defense in the Howard case closed to day The Judge Advocate offered rebutting testimony which the court declined to receive General Howard submitted a written statement and the court then adjourned until Tuesday when counsel for the defense will make a final argument On the following Thursday the Judge Advocate will close the case in behalf of the Government, after which the court will make up its decision and the whole matter will be referred to the President

REV DR TYNG'S NEW CHURCH —A New York dispatch of April 18th says Tyng, Jr's new and large church is to be dedicated on Monday next services to continue eight days The church is highly ornamented but has not a single ecclesiastical symbol Mr Tyng says his church is a working and preaching church [illegible] If Bishop Potter and the church authorities let him alone and let him work in his own field, he shall remain as he is If they meddle with him he will go out On Monday night all denominations are to occupy the church

CONVICTS SENT TO THE UNITED STATES —A New York dispatch of May 1 says the Commissioners of Immigration have taken under special care six Danish convicts just arrived having, on the expiration of their several terms of imprisonment been sent to America at the expense of the police authorities of Copenhagen, Secretary Fish and the Danish Consul have been informed of the case

A CHANCE TO IMMIGRANTS —A dispatch from London April 17 says placards are posted up in the agricultural districts of England cautioning intending emigrants to the United States and stating on the authority of Consul Archibald of New York that forty thousand hands are ready to return to England

PUBLIC DISCUSSION

T W Davenport Independent candidate for Congress and [illegible] Williams [illegible] will address the people as follows

Portland Friday May 8 7 P M
Dalles Monday May 11 [illegible] P M
Pendleton Wednesday May 1[illegible] P M
Weston Thursday May 14 P M
La Grande Saturday May 16 P M
Union Monday May 18 P M
Baker City Tuesday May 19 P M
Eldorado Wednesday May 2[illegible] P M
Canyon City Saturday May 2[illegible] P M

T F Campbell and L F Grover candidates for Governor will speak at the following times and places

Salem Saturday	May	[illegible]
Oregon City Monday		11
Portland Tuesday		[illegible]
Hillsboro Wednesday		[illegible]
The Dalles Friday		[illegible]
Pendleton Monday		18
Weston Tuesday		19
La Grande Thursday		[illegible]
Union Friday		[illegible]
Baker City Saturday		[illegible]

Speaking to begin promptly at 1 P M of each day except at Portland and the Dalles at which places it will begin at 7½ P M

INDEPENDENT STATE TICKET.

For Congress,
T. W. DAVENPORT, of Marion

For Governor,
T F. CAMPBELL, of Polk,

For Secretary of State,
J H DOUTHITT, of Wasco

For Treasurer,
D. BEACH, of Linn.

For State Printer
WM M HAND, of Wasco.

For Superintendent of Public Instruction
M M. OGLESBY, of Douglas

DISTRICT NOMINATIONS

SECOND DISTRICT—For Judge JOHN BURNETT For Prosecuting Attorney J J WALTON

THIRD DISTRICT—For Prosecuting Attorney [illegible] MON FORD

FIFTH DISTRICT—For Prosecuting Attorney, ORLANDO HUMASON

PEOPLE'S JUDICIAL TICKET

FOURTH DISTRICT—For Judge E D SHATTUCK For Prosecuting Attorney H Y THOMPSON

BORN:

April [illegible] to the wife of John A Bradley a son

MARRIED:

In Oregon City May [illegible] Mr Alois W Phillips of Marsh [illegible] to Mr Rachel Athey of Oregon City

In McMinnville Henry Baker and Miss Mary L Garrison

In Eugene City May [illegible] Temley and Nellie Poindexter

In Salem May [illegible] L H Baker and Miss S W McTeer

In Albany May [illegible] Mr Hampton Weed and Miss Jane Teeters.

DIED:

In Lewis county W T May Mrs Belinda Barton aged 42 years a native of Pennsylvania

NEW TO-DAY.

MUSIC THIS EVENING—DITTO COFFEE—AT at Fabre's popular Cafe Central Market

WANTED IMMEDIATELY,

A GOOD BLACKSMITH APPLY AT S G BUNTING'S Carriage Manufactory Second and Morrison sts

TO COMMITTEES ON MUSIC

AS THERE HAS BEEN SOME MISUNDERSTANDING in regard to my Calling with the Portland City Band, I wish it distinctly understood that I am not the Caller for the Band

It C PARRISH

OSCAR KILBOURN & CO.,

Auction, Commission and Storage.

BRICK BUILDING, COR. FIRST AND PINE STS

Will Purchase and Sell at Auction and Private Sale

Real Estate, Merchandise, Furniture, &c.

ADVANCES ON CONSIGNMENTS

NOTICE

IS HEREBY GIVEN THAT FUNDS ARE NOW in the hands of the School Clerk of District No 1 sufficient to retire all outstanding warrants and that interest will cease on all such warrants from this date

I G GLENN
J C AINSWORTH
A H MORGAN
Directors

Portland May 8 1874

CAUTION.

THE UNDERSIGNED HEREBY CAUTIONS THE public against one Doctor Rosenk of Portland Oregon he having falsely and fraudulently with misrepresentations received from me the sum of one hundred and fifty dollars United States gold coin without a valuable consideration

my8dlt P GRISBER

EMIGRANTS!

JUST ARRIVED

NEW SECTIONAL AND COUNTY

MAP OF OREGON,

1874.

THIS MAP WITH THE ANNEXED INDEX sheet will give complete information concerning the Topography Climate Soil Productions &c &c of Oregon In Hand Book form or Mounted on Rollers At

J. K. GILL & CO.'S,
73 First Street Portland Oregon

VARNISHES,

OF ENGLISH AND AMERICAN MANUfacture—

A FULL SUPPLY

HODGE, CALEF & CO.,

DEALERS IN

Drugs, Paints, Oils and Glass,

97 Front Street.

TURPENTINE AND OILS.

5000 GALLONS TURPENTINE,
5000 GALLONS DEVOE'S COAL OIL,
500 galls. Winter Strained LARD OIL,

For sale in lots to suit at lowest market rates by

W JACKSON & CO

East Portland Park

TRELER & LUDWIG, Proprietors

GRAND OPENING

SUNDAY, MAY 10, 1874,

When will be offered to the public of the two Cities

A Grand Musical Melange, by the

EAST PORTLAND BAND.

See Programme in Local Column)

A new DANCING FLOOR has been constructed where all can enjoy the Art Terpsichore

Among the Attractions are a

SHOOTING GALLERY, SWINGS, Etc

The proprietor guarantee satisfaction to visitors every precaution being taken to prevent any disturbances

NEW ATTRACTIONS EVERY SUNDAY

Admission 25 Cents

ORO FINO THEATER.

PORTLAND AMATEUR

Dramatic Association!

PRESIDENT	W C GILBERT
STAGE DIRECTOR	R C WHITE
SECRETARY	C M BROWN
MUSICAL DIRECTOR	H, C KAY

For the benefit of those who were unable to attend last evening there will be a performance

Afternoon at 2 o'clock,

AND

THIS EVENING, MAY 8.

Will be presented the [illegible] above [illegible] Drama [illegible]

THE POOR OF NEW YORK!

With New Scenery and Mechanical Effects.

The proceeds to be applied to the relief of the [illegible] Portland [illegible] the LADIES RELIEF SOCIETY

Admission $1 [illegible] Reserved seats with[illegible] Steele & Co's Music Store

Doors open at [illegible] Entertainment to commence at 8 prompt

The [illegible] used upon this occasion is kindly furnished by A Steele & Co

Rail Road Meeting!

THE CITIZENS OF PORTLAND AND EAST Portland and neighboring towns and all those interested in the welfare of these cities are invited to meet at Ankeny's Hall in this city on SATURDAY EVENING May 9 at 8 o'clock sharp Addresses may be expected from Hon D P Thompson and Hon O Meara Esq (both lately from Washington City) from Mayor [illegible] Hon J F Caples Judge W W [illegible] and others

MANY CITIZENS

AMUSEMENTS.

THIRD ANNUAL

EXCURSION PICNIC!

OF THE

Improved Order of Red Men,

IN CELEBRATION OF

Tammany Day, G. S. D. 383.

The New and Elegant Steamer

"WILLAMETTE CHIEF,"

Will leave Alder street Wharf at 9 o'clock A M on

TUESDAY, MAY 12, 1874,

FOR

Moar's Grove, Sauvie's Island.

MUSIC, (Brass and String) BY THE PORTLAND BAND.

ORATION, by Dr. J. B. PILKINGTON, P. C.

Tickets—Gentleman $1 Ladies 50 Children under 12 years free Can be obtained at Farnsworth and Dutton's of members of the Order and at the Wharf

PARADE.

The members of Multnomah Tribe No 3 Oneonta Tribe No 4 of the Great Council Visiting Brothers and members on card will assemble at the Wigwam at 8 o'clock A M for Parade

Positively no disreputable character allowed to go on board the boat

GEO. VOLLUM,

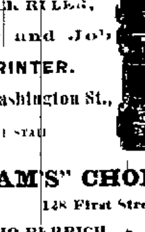
Book Binder,

PAPER RULER,

Book and Job

PRINTER.

No. 5 Washington St.,



UP STAIRS

"ADAM'S" CHOP HOUSE,

148 First Street,

ANTONIO PERPICH, - PROPRIETOR

HAVING PURCHASED THE ABOVE POPULAR stand I invite my friends and the public to call Fifteen years experience enable me to ensure satisfaction

OPEN DAY AND NIGHT

Private Rooms for Ladies

BIBLE NOTICE

THE OREGON STATE BIBLE SOCIETY WILL hold its Annual Meeting on WEDNESDAY next at [illegible] in the First Presbyterian Church in this city at [illegible] A M The Business meeting will commence at the hour above named in the basement of the Church and the evening meeting in the body of the Church at 7 P M At this latter meeting Bible addresses may be expected from the Rev F C Hetler Agent of the Am Bible Society and from the Rev Dr Lindsley Friends of the cause cordially invited

F B BABBITT Secretary

Portland May 18 4 my5 11

GRAIN WAREHOUSE

IN GERVAIS MARION COUNTY

FOR SALE.

A WELL BUILT COMMODIOUS WAREhouse for storing Grain in bulk situate on the line of the O & C R R at Gervais Marion County Oregon It is the only Grain Warehouse at that point the above is a safe and profitable investment for farmer or grain dealer

Apply to

HENRY HEWETT & CO
Portland Oregon

ULRICH WARNEKROS,

PIONEER CUTLER IN OREGON

Manufacturer of and Dealer in

FINE AND COMMON CUTLERY.

ALSO

Surgical and Dental Instruments.

No 133 FIRST STREET, Near Yamhill,

PORTLAND OREGON

NOTICE.

To Owners of Machinery made at the OREGON IRON WORKS.

SMITH BROS IRON WORKS OF PORTLAND Oregon have [illegible] with the Patterns [illegible] of the Old Oregon Iron Works

By order of [illegible] McCULLY & COOK

[illegible]

SMITH BROS

[illegible]

NEIMEYER & UTTER,

Merchant Tailors,

FIRST STREET BET OAK AND PINE

NEW GOODS. PERFECT FITS
LATEST STYLES MODERATE TERMS

JOHN M. GEARIN,

ATTORNEY AT LAW.

Room 6 Dekum Building,

SPECIAL NOTICE

ALL BAGGAGE REMAINING UNCLAIMED AT the Umatilla House on the [illegible] of July will be sold for charges

THOS SMITH

The Dalles May 1 1874 my1dlm

The Merchant Tailors, The Fashionable Clothiers,

Better Prepared than Ever

TO SUIT ALL.

FISHEL & ROBERTS,

Cor. First and Washington Sts.

Extra Stock of White Shirts, Full Stock Furnishing Goods

THE MOST

Popular Place in the City.

GRAY'S MUSIC STORE

PIANOS AND ORGANS

STEINWAY & SON'S PIANOS,
Guild, Church & Co.'s Pianos,
Haines Bros.' Pianos,
BURDETT ORGANS,
Eureka Orchestral Organs.

Sold Payable by Easy Monthly Installments.

Every Piano and Organ Guaranteed for Five Years.

Send for Special Price List and Terms to

GRAY'S MUSIC STORE,

Odd Fellows' Temple, Portland.

F. J. BENITZ, Manager.

THE

OREGON FURNITURE MF'G CO.

SUCCESSORS TO
Emil Lowenstein & Co and Hurgren & Shindler

MANUFACTURERS & IMPORTERS,

Wholesale and Retail Dealers in

Furniture and Bedding,

CARPETS, MATTING, CURTAINS, WINDOW SHADES, WALL PAPER, &c.

WARE AND SALESROOMS
Nos. 90, 92, 94 and 96 Front Street
Bet Alder and Washington

Steam Factory, Front street corner of Madison

The O F M Co has just received an immense stock of CARPETS and WALL PAPER direct from the Manufacturers which are offered at low rates The Steam Factory is now being fitted up with machinery of the latest and most improved patterns and when completed will enable the Company to manufacture all kind of Furniture at prices defying competition

Orders are Solicited mvldlm

GREAT SLAUGHTER

IN

DRY GOODS!

AT THE

San Francisco Auction Store,

No. 89 FIRST ST.,

Next to National Bank

The Proprietors of the above Establishment having concluded to retire from business now offer their immense Stock of Dry Goods consisting of

$50,000

WORTH OF

DRY & FANCY GOODS

AT

PANIC PRICES!

The Public are cordially invited to call and examine our Stock before purchasing elsewhere

M. FRANKLIN & BROS.,

Proprietors San Francisco Auction Store

N B [illegible]

Frames as Good as New!

REGILDING AT MODERATE RATES

VICTOR VOLNEY,

THIRD STREET NEAR MORRISON

AMERICAN EXCHANGE HOTEL,

Cor Front and Washington streets

QUIMBY & PERKINS - - Proprietors.

FREE COACH TO AND FROM THE HOUSE

House recently Renovated throughout.

WALL PAPER!

PAUL RICHTER,

105 FIRST STREET.

MILK!!

5 CENTS A QUART, RETAIL, DELIVERED to any family in the city

12 1-2 Cents a Gallon to Hotels [illegible] Hotel Steward [illegible] with the Milk

my1lm J W BEVIS

Milk at 12½ Cents a Gallon!

I WILL FURNISH MILK TO HOTELS AT THE above price from and after this date

April 14 1874 lm J W BEVIS

OCEAN STEAMERS.

FOR SAN FRANCISCO, DIRECT.

CARRYING U. S. MAILS.

THE OREGON STEAMSHIP CO'S steamer

AJAX,

FRED BOLLES Commander

Will leave Portland Warehouse and Dock Company's Wharf at foot of F street for the above port

SUNDAY MAY 10, 1874
At 8 o clock A M

For Freight or Passage apply at the Office of the Company corner F and Front streets

GEO W WEIDLER Agent

FOR VICTORIA, NANAIMO, FORT WRANGLE, AND SITKA.

CARRYING U. S. MAILS.

THE OREGON STEAMSHIP CO S Steam Propeller

CALIFORNIA,

JOHN HAYES Commander

Will leave Portland Warehouse and Dock Company's Wharf at foot of F street, for the above ports,

THURSDAY, MAY 7, 1874,
At 4 o clock P M

For Freight or Passage apply at the Office of the Company corner of F and Front streets

GEO W WEIDLER Agent

RIVER STEAMERS.

Oregon Steam Navigation Co.'s

PASSENGER SCHEDULE.

PASSENGERS LEAVE PORTLAND

FOR DALLES—Daily (Sundays excepted) at 5 o clock A M

FOR WALLULA—Monday and Friday at 5 A M

FOR ASTORIA—Monday, Wednesday, and Friday, at 6 A M.

FOR KALAMA and TACOMA—Daily (Sundays excepted) at 6 A M

FOR MONTICELLO, via Willamette Slough —Monday Wednesday and Friday at 7 A M

FOR VICTORIA—Wednesday and Saturday at 6 A M

S G REED Vice President.

Oregon Steamship Company's

STEAMBOATS.

Notice.

FROM AND AFTER MONDAY, Sept. 22d the steamer

E. N. COOKE

Will leave OREGON CITY every day (Sunday excepted) at 7 30 A M for Portland returning will leave Portland for Oregon City at 2 30 P M.

Passengers for LAFAYETTE and all intermediate places will take CARS at 8 15 A M, connecting at Canemah with the steamer DAYTON on Tuesday and Friday connecting at Oregon City with the O & C R R Co at 3 P M on Wednesday and Saturday for Portland

THROUGH TICKETS sold at the Office of the O & C R R Co, at REDUCED RATES

All Freight by this line delivered to consignees FREE OF DRAYAGE.

Freight received until 5 P M

J D BILES Agent.

Portland & Vancouver Packet.

THE STEAMER VANCOUVER,

JAS W TROUPE, Master,

WILL LEAVE DAILY FROM WASHINGTON Street Wharf for Vancouver at 3 P M Returning leave Vancouver at 8 A M

For freight or passage apply on board.

The Steamer Calliope

WILL MAKE TRI WEEKLY TRIPS between

Portland, Monticello and Freeport,

Leaving American Exchange Wharf every Tuesday Thursday and Saturday at 8 o clock A M calling in at Lewis River on Wednesday up and Thursday [illegible] Will come up Willamette Slough on Monday and go down the Slough on Tuesdays

For Freight or Passage apply on board

HATS! HATS! HATS!

All the New Styles for

SPRING AND SUMMER WEAR,

IN GREAT VARIETY

Selling 25 per cent. Cheaper

Than any other Hat Store in Oregon

CURRIER & CO.,

ap5dlm 73 First Street.

Forced Sale! Forced Sale!

A FARM OF 20 ACRES SITUATE [illegible] MILES from Portland and 1 mile from Beaverton Station on the Oregon Central Railroad All under fence [illegible] stream of water running across it six [illegible] swale land forty acres Beaver dam twenty acres of the Beaver dam in cultivation fifteen acres of it planted to onions which are now up and can show for themselves two miles of ditching & the Beaverdam so arranged that irrigation can be had at any season of the year one half acre in strawberries and asparagus six hundred well assorted and thriving fruit trees in the second year of their growth on the place Also three Dwelling House Barn and substantial [illegible] with capacity [illegible] of [illegible] 1 ents of [illegible] and meadow land and timber [illegible] consists of cedar [illegible]

Title perfect Mortgage on the place which can run Stock Tools and other Personal Property will be sold with it

Must be sold A rare chance to buy

For full particulars apply to

H H NORTHUP Trustee
N S Dekum's Building
Portland Oregon

my11 wt

STORAGE.

THE UNDERSIGNED ARE PREPARED TO RECEIVE on Storage

GENERAL MERCHANDISE, GRAIN AND PRODUCE,

In their Warehouse on Front [illegible]

R R Ferry landing

BARNARD & GRISWOLD

GO AND GET FIRST CLASS WORK DONE.

PIANOS AND ORGANS

Repaired and tuned

[illegible]
ALBERT BAUSCH
Corner Third and [illegible]

DISSOLUTION OF COPARTNERSHIP.

THE FIRM OF EMIL LOWENSTEIN & CO HAS been dissolved this day by mutual consent Either one of the undersigned is authorized to receive payment due the firm All accounts must be settled on or before May 1st 1874 or legal steps will be taken to their collection

E ZEHRUNG
E LOWENSTEIN
E FLOHMAN

Portland March [illegible] 1874 ap2 dlm p

REMOVAL.

DR. FILKINGTON HAS REMOVED HIS RESIDENCE to Judge Page's House S W corner of Sixth and Salmon street ap2 lm

AUCTION AND COMMISSION.

A. B. RICHARDSON,

AUCTIONEER

COR. OF FRONT AND OAK STS.

Auction Sales

OF REAL ESTATE, GROCERIES GENERAL MERCHANDISE AND HORSES

Sale Days---Wednesday and Saturday

At Private Sale.

Large assortment of GROCERIES and LIQUORS

Liberal advances made on Consignments

To parties declining Housekeeping [illegible] that I will purchase Second Hand Furniture

A B RICHARDSON

Regular and Peremptory Sale

OF

REAL ESTATE,

FURNITURE, GROCERIES,

GENERAL MERCHANDISE, &c.

I will sell at my Auction Salesroom

SATURDAY, MAY 9, 1874
At 10 o clock A M.

GROCERIES

100 bxs CANDLES
1[illegible] bxs Family SOAP
[illegible] bxs Toilet SOAP
1[illegible] bxs SAPORINE.

A. B. RICHARDSON, [illegible]

INSURANCE.

UNION

Insurance Company

FIRE AND MARINE

Capital, paid up in Gold Coin [illegible]

Assets, exceed - $[illegible]

BRANCH OFFICE FOR OREGON

First National Bank Building

EDWIN D BAKER

myldtfwim

FIRE! FIRE!

OREGON BRANCH

Fireman's Fund Insurance

Assets Jan. 1, '74, - [illegible]

FOR RELIABILITY AND FAIR DEALING, AS HAS BEEN [illegible]

WE STAND

SECOND TO NONE

EDW'D HALL, Manager

ap22dim No [illegible] Front st.

HOME

MUTUAL INSURANCE CO

OF SAN FRANCISCO

Fire and Marine Insurance

Capital..........$1,[illegible]

JOHN H. REDINGTON
GEO H HOWARD
CHAS R. STORY
N B EDDY
H H. BIGELOW

DIRECTORS

Oregon Branch

PORTLAND P Wasserman [illegible] smith, D Macleay, [illegible]
SALEM
ALBANY
DALLES
LEWISTON

HAMILTON
Agent for Oregon and W[illegible]

COMMISSION MERCHANTS

CONNELL & CO

SHIPPING & COMMISSION

27 FRONT STREET

Dealers in Flour, Wheat Oats, Bags Bran Etc, [illegible]

Also—A Large Assortment of [illegible] AND [illegible] INDS

Call and see before [illegible] special arrangement [illegible] every week

JANION & RHODES

FRONT STREET PORTLAND

Offer for sale Ex [illegible]

TIN PLATES,
PIG IRON,
TABLE SALT,
CURRANTS,
SARDINES,
&c., &c., &c.

MISCELLANEOUS

BLUE LICK



WHISKEY.

HAVING BEEN APPOINTED SOLE [illegible] for the above [illegible] Whiskey I am in receipt [illegible] in barrels half barrels [illegible] pared to offer to the trade [illegible]

H. FLECKENSTEIN,

SOLE AGENT

Wholesale Dealer in Wines and Spirits

No 11 First [illegible]

KEEP DRY.

HAVING RECEIVED THE AGENCY FOR the [illegible]

CAPE ANN OIL SKIN MANUFACTURING COMPANY,

I am prepared to supply the trade throughout [illegible] at San Francisco prices

H WOLF
San Francisco Clothing Store [illegible]

WM PFUNDER

APOTHECARY & CHEMIST

DEUTSCHE APOTHEKE

CORNER FIRST & OAK STS

PRESCRIPTIONS A SPECIALTY

SUGARS---PULU---RICE, &c

FROM HONOLULU DIRECT EX BARK [illegible] Kalakaua and other recent arrivals

4,000 kegs ISLAND SUGAR
[illegible] Bales PULU
[illegible] Bags TABLE RICE
[illegible] kegs MOLASSES

For sale at low rates by

ALLEN & [illegible]

The Daily Oregonian.

SATURDAY MORNING MAY [illegible]

CITY

[illegible]

THE WILLAMETTE —Some [illegible] since a well known gentleman of this city wrote [illegible] Mr William Reid of Dundee Scotland [illegible] certain propositions in relation to the construction of a bridge across [illegible] Willamette at Portland Yesterday we were permitted to read a letter written by Mr Reid in response to the one he had received Mr Reid states that he had considered the propositions very favorably He had conversed with a number of capitalists submitting to them the propositions His efforts he states met with a degree of encouragement and success far beyond his most sanguine expectations In fact he met with so much encouragement that he was deputed by the [illegible] to come to Oregon [illegible] principally connected with the enterprise Mr Reid writes that he has in his hands a guarantee of sufficient funds for the construction of the bridge [illegible] dated April 10th and the writer was to embark [illegible] and the *Celtic* on [illegible] of the month and for Portland Mr Reid will probably arrive here by the latter part of the present month If satisfactory terms and conditions can be effected the work for the very important enterprise will commence at once This will be a most excellent opportunity [illegible]

[illegible]

NEWSPAPERARCHIVE®

NEWSPAPERARCHIVE®

OTION AND COMMISSION

A. B. RICHARDSON,

UCTIONEER

R. OF FRONT AND OAK STS.

Auction Sales

L ESTATE GROCERIES GENERAL MER-CHANDISE AND HORSES

Days---Wednesday and Saturday.

At Private Sale.

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will sell at my Auction Salesroom, on

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At 10 o clock A M,

GROCERIES.

s CANDLES

s Family SOAP

s Toilet SOAP

s SAPORINE.

A. B. RICHARDSON, Auctioneer

INSURANCE.

UNION

urance Company.

FIRE AND MARINE.

tal, paid up in Gold Coin $750,000

s, exceed - $1 000,000

NCH OFFICE FOR OREGON,

National Bank Building, Portland.

EDWIN D. BACKINSTO...

... Gen...

FIRE! FIRE! FIRE!

OREGON BRANCH

eman's Fund Ins Co

ts Jan. 1, '74, - $558,418

RESPONSIBILITY AND FAIR DEAL-NG, AS HAS BEEN PROVEN

WE STAND

SECOND TO NONE

...'D HALL, Man...

No 96 Front st

HOME

UAL INSURANCE COMPANY

OF SAN FRANCISCO

and Marine Insurance.

pital.........$1 000,000.

DIRECTORS

Oregon Branch

... P Wasserman C ...

...smith, D Macleay

HAMILTON BOYD

Agent for Oregon and Wash... ...ritory

OMMISSION MERCHANTS

CONNELL & CO.

PING & COMMISSION MERCHANTS

27 FRONT STREET

rs in Flour, Wheat, Oats, Chop Feed, lings, Bran, Etc., Etc

Large Assortment of DOORS AND BLINDS

nd see before purchasing e... arrangement, we receive ...

ANION & RHODES

FRONT STREET PORTLAND

For sale Ex "Vesta," in lots to Buyers:

PLATES,

PIG IRON,

CEMENT

BLE SALT,

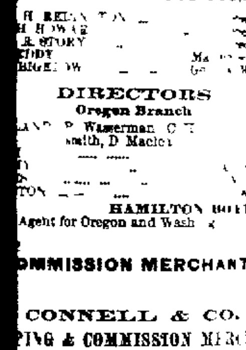
CURRANTS,

SARDINES,

&c., &c., &c.

MISCELLANEOUS.

BLUE LICK



WHISKEY.

...NG BEEN APPOINTED ... the above celebr... I am in ... a half barrels and case... offer to the trade at jobb...

... FLECKENSTEIN

SOLE AGENT

...ale Dealer in Wines and Liquors

No 11? First near Taylor s...

KEEP DRY.

...ING RECEIVED THE AGENCY ... genuine

...AN OIL SKIN MANUFACTURING

COMPANY,

...repared to supply the trade ... at San Francisco prices

H. WOLF

San Francisco ...

... 89 Front st ... Washington ...

Wm PFUNDER

APOTHECARY & CHEMIST

DEUTSCHE APOTHEKE

...PRESCRIPTIONS A SPECIALTY

...GARS---PULU---RICE, &c.

...M HONOLULU DIRECT EX ... Falkinburg and other recen... kegs ISLAND SUGAR asso... Bales PULU, Bags TABLE RICE, Kegs MOLASSES ... ale at low rates by

ALLEN & L...

The Daily Oregonian.

SATURDAY MORNING, MAY 9, 1874

CITY.

ENGINE HOUSE ON FIRE.—About 15 minutes past 3 o clock yesterday afternoon, the engine house of Multnomah Co No 2 was discovered to be on fire. A moment later, and the fire bells of the city were proclaiming with brazen tongues the dreaded presence of the fiery monster. Huge volumes of smoke which curled upward in blackened wreaths, and darkened the heavens, pointed out unmistakably the precise locality of the fire. The fire was located centrally and the scene was easily and speedily reached by the engines. Notwithstanding the engines were promptly on the ground the fire continued to rage for some time with unabated fury owing to its very difficult position and the inability of the fire men to reach it with water. The fire had communicated itself from between the bricks ... due to the ceiling of the second story. A few sparks had fallen on the upper side of the ceiling and caught. Its progress could not be seen, and it silently increased and crept along until the space between the rafters and joists was a sheet of flames. Mr Hallock had observed smoke issuing from the roof some time before. He watched it closely for some time but could not discover any fire at all. The first intimation that the building was on fire was when the flames burst through the roof. It was some minutes before the hose could be brought to bear. At length a nozzle was introduced through a trap door in the front portion of the building, and a powerful stream of water soon deluged the upper part of the building. Five minutes play completely subdued the fire, but not until the roof in many places was burned through. By great efforts most everything in the house belonging to the company was saved, but in a damaged condition. Most of the pictures and carpeting was got out of the building, but in a wet and damaged condition. The actual damage to the company is but little short of $1,000. The damage to the building is about $300. Considerable wind was stirring at the time, and it was very fortunate that the fire was quickly subdued or a greater portion of the block might have been swept over.

TEMPERANCE MEETING.—The Women's Temperance meeting last evening was largely attended, notwithstanding the political and other meetings, and was participated in by very many ladies. We mention briefly the paper read by Mrs Sutherland concerning the action of the women of Port Byron and Miss ... on their doings at Cleveland where the ... and yards near a saloon if the place ... was refused them. Mrs Shindler read an Essay on the duty and reward of prayer as shown by the Prophet on Mt ... (St. James) the vision of prayer, by ... Mrs Francis read a sketch concerning a drunkard's Bible, by reading which, Mr. ... was shown his long line of tottering drunkards whose wives and children were in ... Mrs Dr Thomson send from the Cincinnati ... of a two day's convention representing 142 towns and the closing of hundreds of liquor shops. Mrs Jones spoke of her ... Life in California, and the univer... drinking there her half dozen bottles of Christmas claret which she refused, of brandy ... in a washtub, the death of the chief orator the blowing up of their mill by a drunken engineer who survived only 24 hours, etc. Mrs. ... appealed to good citizens for the protection of the civil law and asked if there was any chivalry in America. Mrs Duniway spoke of her 33 lectures in California and the sentiment there after which the three pledges were circulated and obtained 80 or 90 signatures.

BRIDGE ACROSS THE WALLAMET.—Some time since a well known gentleman of this city, wrote a letter to Mr William Reid of Dundee, Scotland asking certain propositions in relation to the construction of a bridge across the W... at Portland. Yesterday we were permitted to read a letter written by Mr Reid in response to the one he had received. Mr Reid states that he had considered the proposition very favorably. He had conversed with a number of capitalists, submitting to them the propositions. His efforts, he states, met with a degree of encouragement and success far beyond his most sanguine expectations. He ... met with so much encouragement that he was deputed by them to come to Oregon ... principally connected with the ... Mr Reid writes that he holds in his ... a guarantee of sufficient funds for ... of the bridge. The letter was dated ... 10th and the writer was to embark ... the Celtic on the 23d of the month ... for Portland. Mr. Reid will probably arrive here by the latter part of the present month. If satisfactory terms and conditions can be effected the work for this very important enterprise will commence at once. This will be a most excellent opportunity when foreign capital can be invested in an enterprise in which Portland has a deep interest, and it is to be hoped that no obstacles will be thrown in the way of such important improvements.

NO SALUTE.—No salute was fired yesterday by the Portland Light Battery in honor of the anniversary of the battle of Palo Alto as was intended by Capt. Tom Mountain. A number of citizens residing in the vicinity of the Armory, remonstrated against firing the salute—22 guns—on the ground that it would be very disagreeable to have ordnance discharged so near to their houses. There were several persons sick in that immediate vicinity who would be very much annoyed by the loud reports. It would be too expensive to haul the cannon beyond the limits of the city and so the proposed salute was omitted.

FOR THE NORTH.—The steamer California which sailed on Thursday evening for Sitka and way ports, took hence the following passengers: T Hawley, Mr Burnstein, Jack ... E G Harvey, Capt Geo Pease, Maj ... Berry, John Cook, Wm Kelly, F Murch, ... Hansen, John Green, Richard Driver, ... Daly, Richard Thomas, Mr Colin Jas... ... J Hildebrand, Edw Underwood, ... Daniels, John A Carr, Jas Thompson ... Dave McKinney, Edgar A Alden, ... Henry J Goldberg, Wm Duffy and a large number in the steerage.

ARE WE ALL FROM ONE PAIR?—This "Perplexing Question," which was introduced last ... evening by Dr Lindsley, in the Presbyterian church, will be completed to-morrow ... The Diversities of the Human Race ... considered then, and the theories to account for them. The "Correspondences" will be ... in the concluding lecture, together with some of the legitimate consequences of ... theories. The Rev M G Mann of Eugene, will preach in this church in the evening.

EAST PORTLAND PARK.—The East Portland Park will be formally thrown open to the public to-morrow. The East Portland Band will discourse the following programme of music: Marco, Centennial of 76 by C Bray; Waltz Enfroher Alend, W Piper; Polka Hu... F Heerman; Wappenfest Quadrille, F Herman; "Rheinlander, L ...; An... with Allero, Allegro, G Hartman; ... Polka Mazurka, Strauss; Galop—"All is Well," Paudert.

INSTALLED.—The following officers of Nonpareil Lodge No 88 I O G T were installed on Wednesday evening, May 6th by S T W ... Lodge Deputy W C T C P Yates; ... Lizzie Merrill, Secretary W S Times; ... H Williams, Chap M B Virgil ... A Stearns, D M Etta Mayberry, ... Cora Thomas, Sent. C ... L H S Belle Williams R H S Anna ...

WEATHER REPORT.—From the records of the U S Signal Station of Observation, Portland Oregon, May 7, 1874.

	7 A M	2 P M	9 P M
...	52°	61°	...
Wind...	S	W	Calm
...miles per hour	1		
...	Cloudy	Fair	Cloudy

HELD FOR POSTAGE.—Letters addressed to the following persons were held for postage in the San Francisco office May 4th: Mrs L C ...rough, Galesville; Ben Haymond, Rock Point; Theo Riepen, Portland Oregon and Frank W Sweet, Skamokway, W. T; Theo ..., Seattle, W T.

PREACHING IN HOLLADAY'S ADDITION.—There will be public worship with the preaching of the Gospel in the school house on Holladay's Addition to East Portland, by Rev M G Mann, to-morrow afternoon at 3 o'clock.

POLITICAL SPEAKING.

The court room was densely packed last night by people desirous to hear Hons T Davenport and R Williams candidates for Congress, discuss the political questions of the day. When we entered the hall Major Woodard was occupying the chair and

MR DAVENPORT

Was addressing the people. He said that his opponent had stated in the outset that he entertained no opinion on the great questions of finance which agitated the country that it was a difficult and complex question that ought to be left to bankers and financiers. As for himself Mr Davenport believed the people were entitled to an opinion on this subject as on other matters. The question was a plain one and no man who could not make up his mind on it ought to be sent to Congress to legislate on it. He was opposed to the inflation of the currency because it carried us that much further away from specie payment which is a result that all desire to see accomplished. The people should set their face as a flint against this prelude to national bankruptcy and by wise legislation seek to fulfill the obligation which the Government entered into to pay money and not paper promises.

He referred to the position of Mr Williams on the question of Legislative control of railroads by the State and said Mr W looked at this question from a lawyer's stand point, and endeavored to mystify it by legal technicalities but would not answer the questions directly as to whether the State Legislature had power to regulate freights and fares on the railroads or not. Mr Davenport cited some instances in which these corporations have overridden and interfered with the rights of the people, and the railroad men even went in advance of their roads and with threats against towns and communities compelled them to pay subsidies or have their town or business ruined. He might have named more instances than he did even in Oregon. He said the old feudal times were not worse when the pirates moved their canoes at the base of some rock bound isle in the Rhine, and levied toll on the merchants who passed down the river. He believed that the people whose lands were taken and whose money supported these railroads had rights in this matter and ought to have legislation to secure them.

He charged home on both Republican and Democratic parties the corrupt acts of which the two administrations of Governors Woods and Grover have been guilty and said it was not the bad hearts of men which led parties to these evil practices but that spirit of party discipline which compelled men to support party measures and party nominations, right or wrong. This discipline ought to be broken.

In reference to Mr Williams's accusation that he (Davenport) had resigned his seat in the Legislature and helped defeat the appropriation bill by breaking up a quorum, thus forcing the people to pay a large amount in the way of interest while money lay idle in the State Treasury he said, that the Republican party had endorsed all that its members did then and Mr Williams himself endorsed very strongly by voting for Davenport afterwards. But really his resignation made no difference at all as the Legislature was already without a quorum. It would have made no difference whether he held on or resigned.

Mr Davenport's manner of speaking is not such as will inflame the passions of men or excite the admiration of those who desire the sensational but is plain honest straightforward appealing to and convincing the judgment, rather than otherwise.

MR WILLIAMS

Was then introduced by the Chairman and began by saying that he regretted having ever voted for Mr Davenport, and intimated that he had apologized to some boarder of Bill Watkinds at the penitentiary for saying that he thought there were worse men in Marion county than Tim Davenport an expression rather undignified for a would be Congressman. He then substantiated what Mr Davenport had said about his having no opinion on the question of finances. He thought there was no one who understood it in Congress or out of it but when he formed an opinion he would certainly express it. He thought it would be a good thing to return to specie payment, but didn't see how it could be done. The Republican party, he said, had promised to return to specie payments, (a promise that the vote of Senator Mitchell on the inflation bill, would indicate that the head of the party in Oregon had no intention to fulfill.)

On the question of the control of railroads, Mr Williams was just a little clearer than he was on finances. He thought that as the railroads invoked the power of the General Government to condemn lands through which they passed, the General Government might exercise some sort of control over them but he did not say to what extent nor did he answer Mr. Davenport's direct and easily understood question as to whether the State Legislature could exercise any regulating or controlling power over the railroads in the State limits. He slipped around that question and made a manful defense of the railroads in Oregon, said he had no personal interest in them more than any other citizen, but he could not see the war made on them without denouncing the spirit which thus opposed the best interests of the people and the State. He said further that not a single railroad tie had ever been laid in Oregon with the people's money but he failed to say whether Mr Holladay had laid ties elected Senators or hired canvassers with the several tens of thousands of dollars which he has lifted out of the people of Portland, Albany, Eugene and other places in the way of subsidies, to say nothing of the enormous over-charges on freight which has been carried on his roads. He seemed to think Mr Davenport had made a war on railroads which was not the case for that gentleman had stated very distinctly that railroads were an absolute necessity and only opposed the unjust and discriminating way in which they were managed.

Mr Williams having concluded his eulogy of railroads stated his position in politics. He did not believe parties ought to be made responsible for the wrong acts of their members. There is an individual liability and men should be held to that but here he again failed to tell us how this individual responsibility was to be divided when the party convention endorsed the individual in his wrong acts. His statement that the Republican party had been investigating frauds and punishing them and that even a Vice President of the United States had been compelled to retire to private life in disgrace because he had come in contact with the Credit Mobilier swindle, rather threw a damper on the feelings of some of the friends of the smiling Colfax.

Mr Williams devoted the latter part of his speech to proving some very bad things about Grover's administration, and here he made some good hits as he had rather more truth on his side than when he attacked Mr Davenport and the Independents. His expressions in alluding to the ticket nominated in this county by the Independent party would have been in better taste had there been no ladies present.

MR DAVENPORT

Again took the stand for fifteen minutes after Mr Williams was through and contradicted some of the statements of the latter and proceeded to put in several licks where they did the most good. He clearly had the best of his opponent and under his severe castigation Mr Williams exhibited manifest signs of perturbation and he interrupted the speaker who promised to prove some things on his slippery friend which he will do at no distant day.

We have not pretended to give a verbatim or full report of the speeches but only a brief synopsis. We have misrepresented neither. Both speakers were applauded loudly and at the conclusion of Mr. Davenport's speech a large number of his friends crowded round him to shake hands with and congratulate him on his success in fighting his wiley opponent to a level.

MEETING.—The Union Temperance meeting will be held at the Taylor street M E Church to-morrow commencing at 7 ... Subjects: 1. The Strongholds of Intemperance—The Standard of the Lord Lifted up Against It. 2. The Temperance Jubilee of 1876 and what it will cost.

OREGON TRACT SOCIETY.—The annual meeting of the Oregon Tract Society will be held at the Vestry of the Presbyterian church immediately after the adjourned morning session of the Oregon Bible Society, May 11th. Geo H Atkinson Secretary.

G A R.—Baker and Canby Post No 1 G A R, will hereafter hold its regular meeting on Monday evening of each week, instead of Thursday as heretofore. First meeting under this change to take place next Monday 11th inst.

The pipe factory at Salem came near burning down last Thursday.

AMUSEMENTS.

This evening the Poor of New York will be repeated. We shall confidently expect a crowded house.

Remember the matinee performance this afternoon at 2 o clock. This is to give an opportunity to the ladies and little folks.

Last evening the first rendition of the Poor of New York was rendered at Oro Fino Theater under the auspices of the Amateur Dramatic Association. Considering the attractions elsewhere a very fair audience greeted the first appearance of this favorite play. To attempt a description of the plot of this play would be entirely superfluous as it is too well known to require any. Want of space precludes particularization at this late hour. The three leading characters of this drama—Tom Badger, Gideon Bloodgood and his daughter Alida Bloodgood were rendered by Dr C M Brown who won such laurels as Peter Hagley in the Color Guard. R C White and Mrs J H Briggs. Dr Brown assumed the character of Badger in a capital manner. Although not so good as we have seen yet was in every way creditable to an amateur. He made several splendid hits and brought down the house. Mr White made an excellent Gideon Bloodgood. Mrs Briggs assumed the role of the heartless and imperious Alida Bloodgood in a manner in which any professional ought to feel proud. Of the rest of the characters we can speak in the highest terms. Mr Frank Beardsley as Mark Livingston is entitled to receive much credit. Mr Gilbert as Paul Fairweather, Mrs Gilbert as Lucy Fairweather and Miss Ella Biff as Mrs Fairweather assumed their respective roles in a really excellent manner. Miss Minnie Welch as Mrs Puffy and Fred Gore as Puffy did some capital acting. Master Johnny Dougherty in his song and dance won much applause and an encore. Mr H D Chapman assumed the character of Adam Fairweather in a very acceptable manner. In all respects the play was a success. The fire scene alone is well worth the price of admission. We can truthfully assure the public it is worthy of patronage.

MEETING OF SCHOOL DIRECTORS.

A special meeting of the Board of Directors of School District No 1 for Multnomah county was held at the office of the School Clerk May 8th 1874.

Present—J G Glenn in the Chair, J C Ainsworth, and A H Morgan.

The Clerk being absent on motion of J C Ainsworth A H Morgan was chosen Clerk *pro tem*.

The report of J C Ainsworth the committee of one, to whom was referred the matter of negotiating a loan, was received accepted, and ordered placed on file.

J C Ainsworth offered the following preamble and resolution, which was unanimously adopted:

WHEREAS The Committee to negotiate a loan of $25,000, has reported the terms on which said loan can be effected, to wit at the rate of ten (10) per cent per annum therefore

Resolved That in obedience to the order (by resolution) of the voters of School District No 1 authorizing a loan and authority of the Board as appears on record under date of May 7th 1874, the offers of the First National Bank, and the Bank of British Columbia (being the lowest) are hereby accepted and that the loan be equally divided between said banks.

On motion, the Chairman was authorized to publish a notice in each of the daily papers of the city, one time, that money is now in the hands of the School Clerk to redeem all outstanding warrants and that interest will cease from the date of such notice.

On motion the Board adjourned.

SPECIAL CHURCH NOTICES.

Rev Addison Jones, of Salem will preach in the First Baptist Church of this city next Sunday morning, at the usual hour of worship, and will also take part in the Union Temperance Meeting in the evening at the Taylor Street Methodist Church.

The Monthly Sunday School Concert will be held at the First Congregational Church to-morrow evening, at 7 30 o clock. There will be presented the usual programme, comprising recitations, addresses and music. There will be preaching in the morning by the pastor, J D Eaton.

LOCAL BREVITIES.

The *Ajax* will sail on Sunday at 8 A M.

Poor of New York this afternoon and evening.

Remember the matinee at 2 o clock and the performance this evening.

Officer Corcoran has been confined to his room from illness for several days.

Mlle Marie Gaugain who was slightly injured by the recent balloon accident near San Francisco, has put in an appearance at the California Theater.

"Doc" Weidenfeld formerly of Jacob Mayers of this city recently accepted the position of salesman at L White & Co's. He is a valuable acquisition to any house.

BUSINESS NOTICES.

See ad of Smith Bros relative to machinery manufactured at the Oregon Iron Works.

Parties having books to bind should hand them to Kohn who advertises. He attends to orders with promptness and care.

Go to Kohn's. That is the way he puts it in the ad. Yes go to Kohn's if you want to see an immense stock of clothing. Fact.

If you have any articles to sharpen up, 'edge' your way to Warnekros' new cutlery establishment. Mr Warnekros understands his business thoroughly. See his ad on second page.

REAL ESTATE TRANSACTIONS.

R J Boise and wife to Simeon G Reed block 1?6 consideration $1.

J P O Lownsdale et al to City of Portland a portion of lot 8 block 13 consideration $1.

Davis Boise and wife to I M Lichtenthaler and John Epperly southwest quarter of block 13 East Portland consideration $...

Annie M Reed to N Nathan fraction of lot 3 and ... in block 168 consideration $1 300.

Go to Kohn's for Clothing
Go to Kohn's for neat fitting suits
Go to Kohn's for Furnishing Goods
Go to Kohn's for bargains
Go to Kohn's for Summer Suits
Go to Kohn's where they keep a big stock
Go to Kohn's where they satisfy all
Go to Kohn's where promptness is the order
Go to Kohn's opposite National Bank

SPRING STYLES.—A thorough inspection of the latest spring styles in Clothing and Furnishing Goods by Mr J D Schaar of J ONEILL & CO while in San Francisco has resulted in the selection of everything new and that firm have just completed opening the new stock. Their customers and the public generally are invited to call and examine the new arrivals. Mr Schaar selects expressly to suit Portland trade and the new goods will be sure to please the most fastidious. Call.

The public mind is occupied over the late defalcation about the P D & S L R and where to procure that needed article—Clothing. There should be no worrying over this matter while it is known that BECK & WALDMAN are offering a large stock of Spring Styles which they propose to sell at once to make room for new goods. They can accommodate all. Buy of them. ... specialty.

JOY.

... come ... the ... way
... ... with ...
But grasp it as we may
... will ... forever

There's joy in ...
There's joy in ...
There's joy ... —
T'is smoking Hart's Havanas.

Always to be had in a ... article at ... of First and Washington street ...

Order a box of cigars at O'Brien's. He will accommodate you with the best.

Animated Machinery.

... all ... are ... pieces. When they run down we must wind them up otherwise they will stop forever. What he will be to perform this work of renovation ... experience has shown that it can be accomplished more rapidly and certainly by a course of Hostetter's Stomach Bitters than by any other article under the sun. That searching, yet harmless agent seems to ... every spring and lever and wheel so to speak of the living machine. The relaxed nerves are braced, the torpid liver is stirred, the weak stomach is strengthened, the disordered bowels are regulated, the lost appetite is restored, the clouded mind is brightened—in short the whole inert system is stimulated into healthy action. New life is put into every fibre, fibre and physical regeneration ensues. This is the testimony of thousands. In every city, town and village of the Union living proofs of its efficacy may be found.

IT HAS BECOME NOTORIOUS that no cough, cold influenza, or Bronchial inflammation can resist the healing, strengthening, soothing operation of HALE'S HONEY OF HOREHOUND AND TAR.

Pike's Toothache Drops cure in 1 minute.

HOTEL ARRIVALS.

ST CHARLES HOTEL.

Mrs Thole & daughter Oregon City	J M Bliss Dalles
J R Stone Seattle W T	Jno & Jas Coleman Umatilla
G J Peir... Boston	B R M Thomas Oakland
Thos McDonald S F	I M Blum do
C Green do	J H Howard N Y
I M Ritchie ...	

CLARENDON HOTEL

A B M Caw Salem	J Carroll ...
W H ... Marysville Cal	... Bowen wife & children Mo
G W Colby Cal	M Patterson & family ...
J H Carnes and wife Salem	... Kilpatrick & wife St Paul Minn
M Craig Kalama	S B Manning wife and children Mo
J W Swagan ...	O Beckwith & wf ...
F Allen Seattle	Mrs ... & 4 children S F
Chas Sutton S F	F D Going wife and two children ...
D Hugh Salem	J Richards & Bro S F
... & S A Mills Salem	J Richard do
S ... B ... do	Geo W Graves do
W T Hill wife and child Indiana	Mrs Davy & 2 child do
A S ... Miller ...	Thos J McCart... do
W King & family Ill	J Davis & wife do
Mrs J Rowan S F	R Hig... wf & fam do
I M Foulk do	W I She... & wf do
John A Toy... do	D Walderbaugh & fam S F
P Schultz do	M Long wf & 4 children S F
I Hoffman ...	J A Wheeler wf & 4 child
C I Larrabee S F	J Buchanan wf & 6 child S F
D I Belknap do	S S Schmeltz do
Censullis & wife S F	A G Cook Vancouver
Capt Stone & wife do	Mrs J W Ryan Lewiston
Wm Willis Bro do	John Haight S F
Wm Mendley & wife do	J Kile do
Mrs E Bernic ter & boy S F	H O Beckwith do
Chas Fulton & wife do	Dr A Clark & wife Mo
Ira Clark Illinois	H H Crawl S F
R McKenzie N Y	A M Riley do
G W Lanfer ... Chicago	Capt Jno Maxwell do
John Quigley Cal	C I C H Cl... Kalama
R E Gelbert son wife & child Kansas	
J A Powell & wf Iowa	
H & G W Vanderpool Mo	
H Moore Kansas	
J Hodge d...	

COSMOPOLITAN HOTEL

R ... Olympia	W R ... Seattle
H J McIntire Stuvles I...	Rev J R W Sellwood Milwaukie
Mr Christian S F	J I Officer Mollala
M J Ramsey Lafayette	I H McCann S F
H Watson Albany	M C Connelly Eugene
I Durbar do	Jas Spencer Dalles
W E Howell do	Jos Sutherland & wf S F
H C Leonard S F	
... on Westport	

OCCIDENTAL HOTEL

W Adud... Vancouver	Fred Hurst Albany
J Hamilton Columbia City	D A Turner Hood River
H Heart, Walla Walla	I C Whitaker Olympia
A B Gleason Hubbard	H C Shorey Newaukum
F G Lyon do	Rev W R Butcher Dalles
John Hargrane Ohio	M R Miley Olympia
J Smith Oswego	I Diller O City
B Johnson do	S P Whitley Walla Walla
C T Tozier & wf Hillsboro	J B Smith Sauvies Isld
I F Tiskiwitz Lewis R	S N Ross Arizona
J W Meldrum O City	Wm Cunn S F
J R Grim Aurora	Geo Gamming Scotland

AMERICAN EXCHANGE

J F Hoe ... Beaverton	A M Donnell Faubargh
J C Smith on Boston	J Purkock do
B Cohn Jefferson	C W Barkhurst and wife Ohio
H Jacques Chehalis W T	Chas Turner, Ohio
James Withycomb Washington Co	Phillip Stryker wife and two children Iowa
Charly Cowrse Wash Co	T J Mountain do
John Smith do	J Hanson do
J Bildge Freeport	I Hanson and wife Ill
Wm Pickett Tacoma	James Eagan and wife Walla Walla
I Hammond Ft Madison	Mr Turner and wf Ohio
D Livingston Col river	Chris Barens and wf do
J McHarlon Brownsville	I S O ... and wf Iowa
F Lay Albany	W J Osborn and wf do
T R Imbrie Hillsboro	I S Harsey and wf do
I J Green Clatsop	W H Long and wf do
Wm Cogle Sturrs Flint	C W Long and wf do
Wm F Boen do	J Miller San Francisco
Jesse Winn do	J I Coons do
David Hughes Dayton	R C Hays wife and two children San Francisco
Mr McMuckle Hillsboro	I H Dennison, wife and children Walla Walla
M Meskel Vancouver	H P Patterson, San Fran
Alfred Allen Salem	M Butcher do
James Campbell Dalles	Wm Quinn do
Thos O Neil do	James O Brien do
J I A Splawn Salem	J Reddington do
J Coose Dayton	J Fowler do
Seth Ramburg, San Fran	J Mahon do
R H Eaton do	M Smith Hillsboro
M P Morse and wife do	J McKinny and wf Iowa
J Beer do	J Collins and wife do
Thos Chambers Mass	Miss M Burney do
Wm Noyle Maine	D & S Sears do
Mrs Elviro Foss and three children Maine	W Bickers and wife do
Chas Seymour Olympia	Mrs Turner and boy do
John Mcintosh Wis	M Corriner Newark
H McNaughton White Pine	A Spence Illinois
A B Wordrum wife and child Michigan	
Jesse W Cox Penn	

The Agassiz memorial fund now amounts to the large sum of $107 012.

For a fine picture go to Dennie's new photograph rooms, Yamhill and First streets. Employs one of the best (lately from the East) photographers and retouchers in Oregon. Sure to please all who give him a trial. Only one flight of stairs.

J. B. A. Reviere, importer and dealer in Human Hair and practical Wig Maker and Hair Worker has just returned from France with the finest and largest stock of Human Hair ever brought to this market and is now ready to dispose of it at very low prices at his new store corner of Third and Alder streets directly opposite the Postoffice. Ladies Hair Dressing in the latest and most becoming style. Country orders promptly attended to.

Opposition at Wallula.

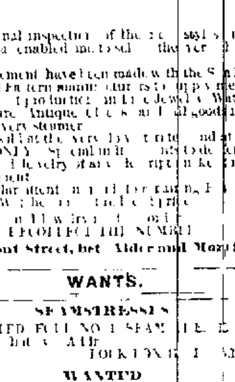
Don't buy Through Tickets to Walla Walla as CHAS HART is running an Opposition from Wallula and is carrying passengers cheaper than any other line.

Chinook Salmon.—Spring Salmon have commenced running and QUINN on Washington st receives daily from his Fisheries on the Columbia River large lots and is prepared to sell cheap. The trade liberally dealt with. City and country orders respectfully solicited. JAMES QUINN, Proprietor Union Fish Market Washington st. P O Box ... apl3 1m

"QUICK SALES AND SMALL PROFITS."

B. L. STONE,

THE JEWELER,



HAS OPENED A NEW AND ELEGANT assortment of

Diamonds,

Fine Jewelry,

Watches;

Silver Ware, etc.

A personal inspection of the ... styles in the market has enabled me to select ... the very ... newest articles.

Arrangements have been made with the San Francisco and Eastern manufacturers to supply me with all the best productions in the Jewelry, Watch, Silver Ware, Antique Clocks and all goods in my line by every steamer.

Goods will be at the very lowest ... and at ONE PRICE ONLY. Special ... to dealers.

N... plating, Jewelry ... repaired ... establishment.

... for ... repairing, ...

Watches ...

REMEMBER THE NUMBER

103 Front Street, bet Alder and Morrison.

WANTS.

SEAMSTRESSES

WANTED FULL NO. 1 SEAMSTRESSES ... IM... ... TOLK ... my5 1t

WANTED

A YOUNG MAN LOOSE IN ... ... POSITION ...

TO LET.

HOUSES FOR RENT.

IN EAST PORTLAND at $?0 ... PER MONTH. Apply to KIRK SEEIDES ... ap 5d1m ... land

FOR SALE.

FOR SALE

A STORE WAREHOUSE AND STOCK OF GOODS ... thriving town on the O & C R R. One of the oldest and best stands in the state. The owner will sell out entire or will take in a suitable partner as he wishes to be relieved from business on account of ill health. Enquire of FERRY WOODWARD & CO

FARM FOR SALE.

ON UMATILLA RIVER 18 MILES FROM UMAtilla Landing. There is 100 acres of land 30 acres fenced a good log house stable fruit trees and other shrubbery sufficient timber for fencing and fuel. For further particulars address or enquire of E A WILSON, Wilson Hotel, Umatilla Or. jan31tf

GREAT REDUCTION

IN

DRY GOODS!

BRADLEY, MARSH & CO.

Are now offering the whole of their newly imported and valuable Stock of

DRY GOODS

at extraordinary Low Prices. They would respectfully advise the public that their Stock consists ONLY of New and Seasonable Goods, which will be sold less than the cost of old half-worn-out auction bought rubbish. They feel it their imperative duty to inform buyers of the many advantages their house offers, for if their good name and fame did not go forth of them, it were all like as if they had them not.

The following quotations will serve to indicate the sweeping reductions made:

Rich Black Silk, $1 35 per yard, worth $1 75.
Extra Wide Gros Grains do, $2 per yard, worth $3.
Bonnet Silks, $3 per yard, worth $4 75.
Rich Pongee Silks, 75 cents per yard, worth $1.
Swiss Silks, 65 cents per yard, worth $1.
Yeddo Poplins, 25 cents per yard, worth 35 cents.
Japanese Silks, 37½ cents per yard, worth 50 cents.
Japanese Poplins, 25 cents per yard, worth 37½ cents.
All Wool Empress, 50 cents per yard, worth 63? cents.
All Wool French Merinos, 75 cents per yard, worth $1.
300 pieces Dress Goods, 25 cents per yard, worth 37½ cents.
Pim's Irish Poplins, $1 25 per yard, worth $2.
Melange Cloth, 50 cents per yard, worth 75 cents.
Etruscan Cloth, 50 cents per yard, worth 75 cents.
Challis de Soie, 50 cents per yard, worth 87½ cents.
Frou Frou Cloth, 65 cents per yard, worth 87½ cents.

BLACK GOODS!!

IN ENDLESS VARIETY.

BLACK CASHMERE,
BLACK MERINO,
BLACK TAMISE CLOTH,
BLACK BIARRITZ CLOTH,
BLACK CAMEL'S HAIR CLOTH,
BLACK SATIN DE CHINE,
BLACK "FARMERS' SATIN,"
BLACK CRETONE,
BLACK FOULARD,
BLACK CARMELITE,
BLACK EMPRESS CLOTH
BLACK GRENADINES,
BLACK LUSTRES,
BLACK ALPACAS,
&c. &c. &c.

Nottingham Lace	?cts per yard
Double Width Sheeting	25 cts per yard
All Linen Towels	$1 per dozen
All Linen Napkins	$1 25 per dozen
All Linen Crash	10 cts per yard
Heavy Table Linen	?cts per yard
Canton Flannel	15 cts per yard
Reversible Spreads	$1 each
Shaker Flannel	20 cts per yard
All Wool Tweeds	75 cts per yard
Men's Merino Shirts and Pants	?0 cts each
Ladies Merino Vests	?cts each
Ladies and Misses Hose	$1 ?0 per dozen
Jouvin's Kid Gloves first choice	$1 ?0 per pair
Brussells Kid Gloves (warranted)	$1 per pair
All Linen Handkerchiefs	$1 ?0 per dozen
Parasols large variety from	50 cts each
Shawls (Splendid New Stock) from	$2 ?0 each
French Baptiste Cloth	2?cts per yard
French Corded Pique	2? cts per yard
Yard Wide English Prints	2? cts per yard
Best American Prints	10 cts per yard

All Domestic Goods will be Sold at Cost!

Cash Buyers Can Save 25 Per Cent. by Purchasing at this Establishment.

Farmers and Grangers treated as Wholesale Buyers!

Cash Advanced on Every Description of Oregon Produce!

AGENTS FOR

Laird's Patent Seamless Grain Bags!

Pear's London Soap!

Price's London Perfumery!

Handaside's Composition!

Printing Paper!

Imported Ink and Types!

&c., &c., &c.

BRADLEY, MARSH & CO.,

WHOLESALE AND RETAIL

DRY GOODS WAREHOUSEMEN

AND GENERAL IMPORTERS OF

English and American Goods,

COR. FIRST AND STARK STS,

Portland, Oregon.

ATTENTION DEALERS! & REDUCED PRICES!

Doors, Windows, Glass, Paints, Oils, Varnishes, and Brushes

A Large Stock on hand

SOLE AGENTS FOR CHANCE'S CRYSTAL METAL AND PLATE GLASS.

CHEAPEST HOUSE IN THE CITY.

Remember the House of

McGEE, O'TOOLE & CO,

28 First Street, near Central Market.

REGARDLESS OF COST!

SELLING OUT OUR LARGE STOCK OF

Clothing, Boots and Shoes, Gents' Furnishing Goods, Hats & Caps, Tobacco, Yankee Notions, Cutlery, &c.,

FOR THE PURPOSE OF CLOSING BUSINESS.

Merchants as well as other parties desirous of purchasing Bargains will do well to give us a call before buying elsewhere

At CHEAP JOHN'S,

HYMAN BROS.,

Corner Front and Morrison streets opposite St Charles Hotel

WOOLEN GOODS! WOOLEN GOODS!

The Brownsville Woolen Manufacturing Association

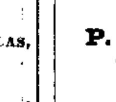
AT BROWNSVILLE, OREGON,

OFFER FOR SALE FOR THE SPRING TRADE A SUPERIOR LINE OF ALL WOOL GOODS IN DOESKINS, CASSIMERES, TWEEDS, HARD TIMES, BLANKETS AND FLANNELS

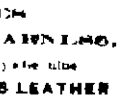
Of all kinds.

JACOB MAYER, Ag't,

Portland Oregon



S. SHERLOCK,



Wholesale and Retail Dealer in

SADDLERY, HARNESS, SADDLERY HARDWARE,

HILL'S CONCORD STAGE AND BUGGY HARNESS., ETC., ETC.,

SALES-ROOMS—No.61 Front Street and No.62 First Street PORTLAND.

150 DOZEN ASSORTED TEAM COLLARS ON HAND.

DRY GOODS.

RE-OPENED!

I TAKE PLEASURE TO ANNOUNCE TO MY customers and the public in general that I have just arrived and opened one of the Finest and best selected Stocks of

DRY GOODS!

FANCY AND STAPLE GOODS!

Ever imported to this city

My Stock consists of all the latest shades and styles of

SUMMER DRESS GOODS.

Lawns, Chambreys, Percales, Linens, Figured Muslins, Col'd and Blacks, Iron Grenadines, at bargains.

Shawls, Lace, Embroidery, Hosiery, Furnishing Goods, at Low Prices.

LADIES' & CHILDREN'S UNDERWEAR

is the most complete in the city to be sold cheap.

Ruches, Ties, Scarfs, Fichues, Vests, Jewelry,

And other Goods too numerous to mention sold to suit the times.

An invitation is extended to all. Come and look for yourselves. No trouble to show Goods.

MRS. H. ACH.

P. VAN FRIDAGH.

DRY GOODS,

Millinery & Fancy Goods Store.

70 FIRST STREET,

bet Washington and Stark

Millinery! Millinery!

BONNETS & HATS TRIMMED TO ORDER.

HAVING ENGAGED THE HELP OF A FIRST CLASS MILLINER, parties desiring to have any thing made or trimmed in the Millinery Line may rest assured that it will be done to perfection. Receiving New Goods by every Steamer I will always be supplied with the Latest Styles.

DRY GOODS!

A CHOICE ASSORTMENT OF SPRING AND SUMMER GOODS

Remember 79 First street. P VAN FRIDAGH

BUSINESS CARDS.

I. W. LEWIS,

STAIR BUILDER,

OAK STREET, between Seventh and Park

STORE FIXTURES, SHELVING AND COUNTERS,

Also WATER TANKS, made to order

Charges Reasonable apodam

RUMMELIN & CUTMANN,

Manufacturers of and Dealers in

FURS,

50 First St., bet. Stark and Oak, Portland.

Buy all kinds of RAW FURS at the highest market price. feb3d3m

L M DYER. J B DYER

DYER BROS.,

Carriage and Wagon Makers.

HORSE SHOEING AND GENERAL JOBBING

Promptly attended to.

PLAIN & ORNAMENTAL,

Coach, Carriage and Sign Painting,

Executed by

MR. C. P. PEARSON, Practical Painter.

SHOP—Second St bet Stark and Oak

Last Notice to County Tax Payers.

THE DELINQUENT TAX ROLL FOR 1873 WILL be advertised May 1 th. Delinquents will save a large per cent on their taxes by settling before that date. J McCARWOOD, Sheriff and Tax Collector Multnomah county. my1dwtd

STRAYED OR STOLEN.

FROM CITES DAKE MILES BELOW PORTland Thursday night April ?0 two Sorrel HORSES white feet the larger one with white hind feet branded J L on the hip the smaller with no brands or other marks. Any person returning said horses or furnishing information of them to the Brooklyn House Front street between ... and C Portland will be liberally rewarded. my5dtwlt

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FROM AND AFTER MAY 1st THE PORTLAND Ice Works will sell Ice at One Cent a Pound delivered in any part of the city. Leave orders at the PORTLAND ICE WORKS, Second street bet Main and Madison, or with the driver. ap28d1m

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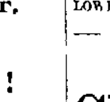
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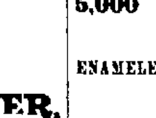
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We Warrant all ... at the LOWEST RATES.

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HACHENEY & STEMME,

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5,000 WINDOW SASH,

1,000 Boxes Glass

ENAMELED GLASS,

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And Full Stock of

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REDUCED PRICES

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Call before purchasing elsewhere

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HAS VETOED THE INFLATION BILL, AND

GEORGE H. HIMES,

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HAS REMOVED TO

NO. 5 Washington Street,

WHERE WITH INCREASED FACILITIES HE is better prepared than ever to execute all orders in his line promptly and at the

LOWEST LIVING PRICES.

Thankful for a generous patronage heretofore he respectfully solicits a continuance of the same. Don't forget the place—

No. 5 Washington Street.

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King's Knickerbocker Plaster.

Warranted Equal to any in Market.

Hoffman's Rosendale Cement,

Direct from Factory.

For sale in Lots to suit by

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The Daily Oregonian.

SATURDAY MORNING MAY 9, 1874

DECISION OF U S CIRCUIT COURT BY JUDGE SAWYER

In the Circuit Court of the United States for the District of Oregon—Ninth Judicial Circuit

Starr v Stark—[illegible] in Equity

B[illegible] SAWYER C J and D[illegible] D J

SAWYER Circuit Judge

The complainant and his grantors having [illegible] many years in possession of lot 1 and [illegible] the north half of lot 4, in block 81 in the city [illegible] land the premises in controversy the defendant Stark on December 2, 1868 commenced an [illegible] on the law side of this Court for their recovery in which judgment for the possession thereof was rendered in favor of said Stark February [illegible] 1870 [illegible] complainant then filed this bill in equity [illegible] wherein he claims to be a good equitable title to the premises as against defendant Stark and prays that defendant be decreed to convey the legal title and be enjoined from executing his judgment at law for the possession &c.

The following facts satisfactorily appear [illegible] from the admissions of the pleadings or the evidence On September 22 1845, Thomas W Pettygrove executed to Daniel H Lownsdale a conveyance which purported, in consideration of the sum of five thousand dollars, to convey to the latter all the right, title, interest [illegible] and demand in law and in equity, present and in expectancy, of said Pettygrove to a certain tract of land specifically described containing about six hundred and forty acres together with all and singular the houses out houses fences wharves and other improvements excepting certain lots specifically described. On March 22 1849 Stephen Coffin by conveyance from and agreement with said Lownsdale became the owner of one half of the interest so acquired by said Lownsdale in said land claim. On December 15, 1849 by further conveyance from Lownsdale and Coffin Wm W Chapman became the owner of one third interest in said land claim the three from that time holding and dealing with the same as partnership property. The several conveyances and agreements between these parties, their acts under them in connection with the said Portland Land Claim the general facts of the case and condition of affairs at Portland at the time, are the same as fully set out in the case of Lamb v Davenport 1 Sawyer's R 611, and need not be repeated here. From said March 22 1849 Lownsdale and Coffin and from said December 15 1849 Lownsdale Coffin and Chapman were in the possession of said land except such town lots as had been from time to time sold by these parties, claiming the title thereto under said several conveyances and agreements against all the world except the United States or in other words all the title that at that time it was possible for a private party to obtain under the laws of the United States the real title being in the Government and there being yet no law authorizing a sale or conveyance of the Government title. They actually lived upon the land cultivated portions of it improved it erected houses thereon and occupied others already built, exercised acts of ownership over the land, which were generally recognized by the inhabitants of Portland and laid off portions into blocks and lots, and sold them as town property. Although the tract does not appear to have been enclosed by a fence, yet these parties entered and claimed under deeds with designated boundaries and this, in connection with living upon it and performing the acts indicated, upon well settled legal principles, constituted possession of all of said tract not actually adversely occupied by other parties (Hicks v Coleman 25 Cal, 122, and cases cited including cases in U S Supreme Court Ayres v Bensley 32 Cal 620) They continued so in possession of said land claim, disposing of town lots till April 15 1850 during which time certain transactions took place which will now be mentioned. About January 8 1850 said Lownsdale departed from Portland for San Francisco leaving Coffin and Chapman in charge of the said land claim. Before his departure on January 7 he executed a power of attorney to Chapman being Exhibit A annexed to Chapman's deposition in evidence. It is brief and in general terms authorizes Chapman "to superintend and transact my business in said Territory during my absence "to do and perform anything pertaining to my interests in Oregon which he, in his judgment may think advisable * * * * "particularly in signing deeds * Portland lots"—This last clause containing the only particular specification in it. Lownsdale met defendant Stark at San Francisco. Stark had before set up a claim to an undivided half of the Portland land claim, which he now insisted on. He claimed that the Portland land claim had been taken up and held by said Pettygrove not alone but in conjunction with one Lovejoy and that Lovejoy had conveyed his half interest to him Stark, and by virtue of that alleged right of Lovejoy and conveyance to himself, he claimed title to an undivided half

Subsequently, Lownsdale and Stark came to a settlement of their controversy by fixing upon a certain designated east and west line, nearly coincident with the street in Portland now known as Stark street Lownsdale agreeing to relinquish to Stark with certain specified exceptions all his right title interest and claim in and to that part of Portland land claim lying north of said line and Stark to relinquish to Lownsdale with certain exceptions, all his right, title and interest in and claim to that part lying south of said line. Lownsdale and Stark are the only ostensible parties to this agreement. In pursuance of this arrangement, Lownsdale and Stark, at San Francisco on March 1st, 1850 executed under their hands and seals an instrument in writing bearing date on that day a copy of which is annexed to the bill of complaint as "Exhibit A" This instrument among other things contains the recital "Whereas, it is deemed expedient by the parties hereto, to determine settle and adjust the title and possession of claim lands, hereinafter described, and to preclude all future controversy in the premises" &c. It then on the part of Stark purports to "bargain sell remise release and forever quit claim to Lownsdale his heirs and assigns" "all his right, title and interest in all that portion of said Portland land claim situate south of the line agreed upon hereby ratifying and confirming, so far as his right title and interest is concerned all conveyances which Lownsdale has heretofore made, or may hereafter make in the premises hereinbefore quit claimed." And on the part of Lownsdale, it purports to make a similar sale, conveyance, &c to Stark with similar ratifications with respect to all the land situate north of said line. It also contains the following covenants, which it is important to consider in this case. Firstly, Stark covenants that he so far as his right, title and interest are concerned hereby ratifies and confirms all conveyances by the said party of the second part [Lownsdale] or his lawful attorney, previous to the first day of January one thousand eight hundred and fifty of certain lots specifically described "lying north of said line" that is to say in the part conveyed to Stark. And Stark likewise ratifies and confirms all grants or conveyances made of said party of the second part [Lownsdale] or his lawful attorney, in good faith and for a valuable consideration on to this date [March 1], subsequent to said first day of January, of said lots situate north of said line that is to say, in the part released to Stark. Provided always and said party of the second part [Lownsdale] hereby covenants for himself, his heirs that he will pay over all sums of money which since the first day of January been, or may hereafter be paid unto the said party of the second part, &c., in consideration of the grants and conveyances aforesaid, —that is to say, made subsequent to January 1. And secondly, Lownsdale further covenants that in case any person or persons holding or claiming under him, except the holders of those lots, and under the conveyances especially hereinbefore confirmed by said party of the first part [Stark] shall refuse to ratify and confirm this indenture he the said party of the second part [Lownsdale] will at the option of the said party of the first part [Stark] at any time within six months from this date cancel and release all rights acquired under these presents by the parties hereto

Either before Lownsdale left for San Francisco by Lownsdale Coffin and Chapman or, after he left and prior to March 20, 1850 by Coffin and Chapman—and it does not clearly appear which—blocks 78 79 and fractional block 81 of the town of Portland were laid off on said land claim. On March 20, 1850 before Lownsdale's return and before Coffin and Chapman had notice of the said agreement between Lownsdale and Stark dated March 1, 1850 Coffin and Chapman, acting for themselves, and Chapman assuming to act for Lownsdale as his attorney under said power of date January 7 1850, fixed a price upon said three blocks valuing lots 78 and 79 at $1,000 each and fractional block 81 at $2,000 and agreed that each should take one of these blocks at those prices—Lownsdale to have block 78 Coffin 79 and Chapman fractional block 81. Conveyances to the respective parties were accordingly made on that day, bearing date March 20 in pursuance of this arrangement. Exhibit F of the evidence is a copy of one of the said deeds, being the deed to Chapman. It purports to be a deed from Coffin Lownsdale and Chapman "proprietors of Portland" to Chapman and in consideration of the sum of $2,000 the receipt of which is acknowledged, to release, confirm and quit claim to Chapman lots numbers one (1) two (2), three (3) and four (4) in fractional block number eighty one (81) being the ware-house fraction, &c There was at the time a warehouse upon the block. The deed was signed Stephen Coffin D H Lownsdale by his attorney in fact W W Chapman and W W Chapman. The sums agreed upon were charged to each of these parties respectively, in the accounts of their transactions between themselves in relation to the business of selling town lots and after Lownsdale's return, adjusted and allowed in the settlement of these matters between the parties—Lownsdale acquiescing in the arrangement made in his absence. Chapman after said conveyance went into the actual possession of the block and thereafter possessed and claimed it under said arrangement and conveyance till he sold the several lots to defendant and his grantors. Said fractional block includes the premises in controversy and is situate north of said line designated in said instrument of March 1 1850 executed by said Lownsdale and Stark and within the tract thereby purporting to be conveyed by Lownsdale to Stark. Other sales had been made by Coffin and Chapman during Lownsdale's absence

After March 20 1850 and either on or within two or three days before April 15 1850 Lownsdale returned to Portland from San Francisco and after said return Coffin and Chapman were informed for the first time of the said arrangement and execution of the said indenture of March 1 1850 between said Lownsdale and Stark and upon being so informed refused to ratify or confirm said contract. At that time John H Couch was a partner of said Stark in mercantile business carried on at Portland in a store situate but a short distance from said block 81. He professed to be the agent of Stark in respect to the interest claimed by him in the Portland Land Claim and assumed to act as such. After some negotiations between Coffin and Chapman and Couch in reference to said claim and the said indenture executed by Lownsdale and Stark the said parties came to an understanding and in pursuance thereof executed and appended to said indenture by indorsement thereon instruments of which Exhibits B and C annexed to the bill are copies. The first is as follows to-wit

We Stephen Coffin and W. W. Chapman parties with Daniel H Lownsdale in the town of Portland hereby ratify and confirm a certain agreement between Benjamin Stark and D. H. Lownsdale bearing date the first day of March A D 1850 being an adjustment of title hereby [illegible] [illegible] upon the said points with the disposition of property before the first day of January last

In testimony whereof we have hereunto set our hands and seals this 13th day of April A D 1850. (Signed) S COFFIN [L S] W W CHAPMAN [L S]

Under which is the following to wit

EXHIBIT C

PORTLAND O T April 15 1850

[illegible] the above agreement as far as my interests is concerned in said property

(Signed) JOHN H COUCH
For BENJ STARK

Prior to the execution of said last named instrument by said Couch [illegible] Stark [illegible] [illegible] acts during my absence from this Territory [illegible] the said indenture of March 1 [illegible] and the two instruments of ratification [illegible] the one executed by Coffin and Chapman and the other by Couch for Stark [illegible] at the request of Couch [illegible] After the execution of said several instruments Lownsdale Coffin and Chapman relinquished all possession and all claim to the portion of the Portland Land Claim not embraced in said indenture, as modified by said instruments, situate north of said line agreed on and Stark all claim to the land south of said line—each party thereafter possessing and exercising acts of ownership over the part so relinquished to him. Stark returned to Portland in June 1850 when he was furnished by Coffin and Chapman with a list of the lots sold before the date of said indenture [illegible] Couch and Sherman had before the execution of said instrument been furnished [illegible] Lownsdale's absence Stark also after said return and notice [illegible] to Coffin that the world sanction or submit to the contract as modified [illegible] and he never did down to the date of his patent make any claim to the lots so conveyed within said qualification either upon Lownsdale Coffin or Chapman or upon any of the parties in possession as their grantees. September 27 1850 the donation act was passed by Congress under which Stark, on September 10 1853, obtained from the Surveyor General a donation certificate to the part of the Portland Land Claim so lying north of said agreed line released to him as aforesaid he having dated his possession in his modification from September 1 1850. Upon this certificate a patent of the United States issued to Stark dated December 8 1860 being the patent which vests in him the legal title to the lands in controversy

Lownsdale Coffin and Chapman also in pursuance of an agreement between themselves, dated March 30 1850 commonly called the "escrow" set out in Lamb v Davenport before referred to divided that portion of the Portland Land Claim lying south of said line among themselves and each respectively obtained a similar donation certificate and patent thereon to the part of said tract allotted to him under said agreement.

On October 3, 1850 said Chapman being then in possession of said block 81 conveyed to defendant, Starr the south half of said lot 2 and on October 5 1850 the north half to one Butler. On November 11 1850 Chapman conveyed said lot 1 to one Powell and on January 30 1851 said lot one to Winter and Latimer. All the right title and interest so derived from Chapman in and to said lots in controversy so conveyed by Chapman to parties other than defendant, Starr, have since by conveyances from Chapman and before defendant's patent issued by mesne conveyances become vested in defendant Starr. All of said conveyances were for a valuable consideration and the said several grantees from Chapman under said conveyances to them entered into actual possession and erected valuable improvements on said lots and all the said premises have been in the actual possession and occupation of Starr and his several grantors for mercantile and other business purposes ever since their said several entries under and soon after their said several purchases from Chapman. The said premises have always been from 1850 to the present time in the heart of the business part of Portland

On December 7 1860 one day prior to the issue of said patent to Stark a patent of the United States in due form issued to the corporate authorities of the city of Portland for the tract of land upon which said city is located, which patent includes the lots in controversy. It purports to have been issued under the Act of Congress of 1844 known as the Town Site Act, and to grant the land in trust for the several use and benefit of the occupants thereof according to their respective interests. It also reserves any valid claims which may exist in virtue of the several donations of Benjamin Stark certificate No 69, and of Daniel H Lownsdale William W Chapman and Stephen Coffin under their several certificates. The patent to Stark on said certificate No 69, issued on the next day, contains a similar reservation of any rights that may exist in favor of the city of Portland. The complainant Starr and his brother Addison M Starr, at the date of said patents were in occupation of the premises in controversy, claiming the possessory title as hereinbefore set out and were therefore, as to these lots the parties for whose benefit the legal title thereto so far as any passed vested in the city of Portland by virtue of said patent of December 7 1860

In Jan., 1861, said Addison M Starr and the present complainant Lewis M Starr being at the time in possession of said premises in controversy in conformity with the provisions of the statute of Oregon authorizing said proceedings, filed their bill on the equity side of the Circuit Court of Oregon for the county of Multnomah against said defendant Stark, to determine his adverse claim made under his patent. An amended bill was filed in August 1864, in which the complainants alleged two separate grounds of relief. In the first they set up title in themselves relying on the title derived through the patent to the City of Portland, secondly they set up the equitable title upon which they now rely and claimed that Stark should be adjudged to hold the legal title derived under his patent in trust for them. They prayed that Stark's patent should be set aside and held for naught and that he be held to release to plaintiffs all his right title and interest claimed or demand to said lots &c. On October 28 1864 an order was entered in the cause by said Court by which the complainants are ordered to elect which cause of action they will proceed upon, and to set forth the same in the same amended bill to be filed [illegible] requiring the plaintiffs to elect the plaintiffs except. In obedience to said order the complainants elected to rely upon the patent to the city and accordingly on November 1st filed a second amended bill or complaint as it is designated in the Oregon code of practice in which the cause of action now relied on was omitted and the cause of action resting upon the title derived through the patent to the city and the fraudulent procuring of a patent by Stark more fully set out. Issue having been taken on the complaint and the case heard on the testimony introduced the Circuit Court entered a decree in favor of the plaintiffs in pursuance of the prayer of the complaint, which decree was reversed on appeal by the Supreme Court of Oregon. An appeal having been taken thence to the Supreme Court of the United States, that Court held the patent to the city to be void and that to Stark valid reversing the decree of the Supreme Court of Oregon and remanding the case with instructions to enter a decree directing the Circuit Court to dismiss the action which was accordingly done and the action finally dismissed in pursuance of said directions. The defendant Stark now sets up these proceedings in his answer and insists that by reason thereof the cause of action, now relied on is res adjudicata and the former decree a bar to further litigation

The order of discussion pursued by counsel will be followed and the question presented by this defense first disposed of. It is not pretended by defendant's counsel that the cause of action now relied upon was in fact, put in issue litigated and determined in the former action but it is insisted that it might and therefore ought to have been so presented, litigated and adjudged, and this being the case, that the decree in that action is just as conclusive, as if it had been so determined. It is conceded that the ground of relief now relied on was at first set up in the complaint as one ground of action in connection with the cause of action which was actually tried and determined that the Court held the two causes set out to be inconsistent and incompatible and required the plaintiffs to elect upon which cause they would rely and omit the other and that in obedience to this order plaintiffs did elect and omitted the one now set up relying upon the other but it is insisted that the Court erred in this ruling and although there was error it was incumbent on plaintiffs to have it corrected on appeal and that failing to do that, they were barred by the ruling and that the decree is as conclusive upon the whole title as if this ground of relief had been in fact litigated and adjudged. The complainants on the other hand insist that the two causes of action were inconsistent and for that reason could not be properly united [illegible] and litigated in the same action and that the order compelling plaintiffs to elect was correct. If wrong in this view it is still insisted that since the title now set up was not in fact litigated and not permitted to be litigated, the proceeding in the former action [illegible]

It is quite clear to my mind that the order compelling plaintiffs to elect upon which cause of action they would rely and omit the other was erroneous. The facts constituting the grounds upon which the plaintiffs claimed equitable relief in both cases alleged are entirely consistent with each other. Only the legal conclusion [illegible] insisted could be inconsistent. It might be claimed and was claimed by the opposing [illegible] that under one patent the legal title was in the city. If that had been true the patent to Stark would of course have been void, and a cloud on the title derived through the patent to the city and the plaintiffs equity in respect to the city [illegible] upon the [illegible] to the city in trust for their use and benefit under the act of Congress as occupants of the premises in question. On the other hand the legal title having vested in Stark under his patent as decided by the United States Supreme Court upon the same state of facts as that under which title in or through the city was claimed the patent to the city was void and the plaintiffs' equities as against Stark depended upon the additional but consistent set of [illegible] Stark alleged in the omitted cause of action as affecting their individual rights. There can be no good reasons it seems to me why the plaintiffs should not have been permitted to [illegible] the real facts upon both theories as they existed and have since been proved and leave the Court to draw the correct conclusion therefrom and give such relief as the plaintiffs were entitled to receive [illegible] entitled to any in accordance with the legal or equitable conclusion adopted. If the Circuit Court of Oregon was right in compelling plaintiffs to elect then the judgment in the former case is not a bar to this action because the complainant has never had an opportunity to be heard and he is not to [illegible] his rights for not litigating them in a case where the law will not permit them to be litigated. If the Court was in error it still prohibited them from litigating the claim in that action and deprived the parties of a right by compelling them to elect one cause of action and omit the other. In either case without any fault of their own they have not [illegible] had an opportunity to be heard at all on their present cause of action. They did elect and the wisdom of that election was vindicated by the judgment of the highest court in Oregon which sustained [illegible] the ultimately relied on in that action and decreed the appropriate relief [illegible] the court also turned out to be in error and the decree was reversed by a still higher tribunal. Shall complainant now be cut off from procuring an adjudication of his rights because under such circumstances the court erroneously prevented him from having it adjudicated before? It is undoubtedly [illegible] [illegible] matter is directly [illegible]

actually determined by a court of competent jurisdiction the determination is conclusive between the same parties and their privies whenever the same matter again arises even though collaterally. It is said in Le Guen v Gouverneur etal 1 John cases 436. "The principle, however extends further. It is not only final as to the matter actually determined but as to every other matter which the parties might litigate in the cause and which they might have had decided. And this general principle is repeated in similar language in [illegible] [illegible] But the language is general [illegible] [illegible] in connection with the facts of the cases [illegible] [illegible] They ought to present all they have [illegible] [illegible]

[illegible]

this defence [illegible] ground of defence and must now be precluded from setting it up as a cause of equitable relief against the verdict. It is [illegible] apart. He does not seek after a thing which he is apprised and in law was unable to notice. So whatever is sufficient to put a party on inquiry is good notice in equity. If I am not mistaken in the principle which I have [illegible] the case before us is direct and palpable and they operate with irresistible [illegible] — [illegible] Now what is the great principle which the learned Judge so earnestly insists upon as excluding the defense but [illegible] of the parties to avail themselves of the opportunity before afforded to bring forward their defense and have its merits determined. There had been a judgment for money recovered at law for proceeds of the sale of certain goods. Defendants then filed a bill in equity to restrain the collection of the judgment on the ground of fraud in representations as to the kind and quality of the goods which fraud was available as a defense to the action at law and was known to the defendants at the time but which they did not attempt to set up and this neglect is the principle upon which the former judgment is held to be conclusive. In the case now in hand this element of negligence is wholly wanting. The parties did set up this cause of action in connection with the one ultimately relied on and sought to have it determined but the Court refused to permit them to be joined and required the plaintiffs to elect one and omit the other and this ruling must be presumed to have been obtained at the instance of the defendant Stark as it was made against the protest and the exception of the plaintiffs duly taken and noted in the order itself. Does it lie in Stark's mouth now after procuring such a ruling and forcing plaintiffs against their protest under the order of Court to omit one cause of action to say that plaintiffs might have litigated the claim in that action and because they did not must now be precluded. I think not. They sought to litigate it but were not permitted to do so. The opportunity was refused them. They were not in fault. Suppose Stark had been in possession and brought suit against the Starrs to quiet his title, and they had set up both grounds of equitable relief in the answer and evidence on both issues had been received and a decree entered in favor of the Starrs upon the city title only the Court expressly declining to pass upon the other on the ground that it was unnecessary to consider it under the view taken and this decree had become final by affirmance neglect to prosecute any appeal or otherwise would it be pretended in any litigation between the same parties whose rights under the claim of title not passed upon are in question that the former adjudication would be a bar because it was presented and evidence taken and [illegible] have been determined if the judge had seen fit to consider and decide it. Such is certainly not the doctrine of the authorities as will appear by a number of cases cited in Caperton vs Schmidt 26 Cal 479. If it were so the conclusiveness of the judgment would rest upon the discretion negligence or something else of the Judge over which the parties have no control and not upon the diligence, good judgment or other acts of the parties themselves

But it is earnestly argued by defendant's counsel that the ruling of the Court, that plaintiffs could only be heard upon one of their causes of action, and compelling them to elect upon which they would proceed, cannot affect the operation of the decree as a bar to this action that they had a right to be heard upon every ground they had upon which to demand the relief prayed that the refusal of the Court to allow them to be heard was error and should have been corrected in the same case on appeal and that it cannot be reached in a collateral proceeding in another suit to establish the same right or procure the same relief and several authorities are cited as sustaining this proposition. There appears to me to be some confusion of ideas in this part of the argument and a misapplication of the legal principles invoked.

The authorities cited, properly applied seem to me to overthrow the main proposition sought to be established. The first authority cited is Cooke v Halsey 16 Pet., 71. In that case (page 87) the Court say "The correct legal principle applicable to such proceedings is this. That in every instance in which a tribunal has decided upon a matter within its regular jurisdiction its decision must be presumed proper and is binding until it shall be regularly [illegible] [illegible] authority; and cannot be affected nor the rights of persons dependent upon it be impaired by any collateral proceeding. This principle has been too long settled to admit of doubt at this day as in the cases of Thompson vs Tolmie and others 2 Peters 157 United States vs Arredondo 6 Pet 729 Voorhies vs The Bank of the United States 10 Peters 473 and the Philadelphia and Trenton Railroad Company vs Stimpson 14 Pet 458. Now what was the adjudication in the case under consideration. Clearly not that the cause of action omitted under order of the court was invalid but that the plaintiffs could only be heard in that particular suit upon one of the causes of action alleged and that they must elect upon which they would proceed and withdraw the other. This was clearly an adjudication in the progress of the cause, which the court had jurisdiction to make, and the determination is as conclusive as any other made in the progress of the cause. It was an adjudication between the parties in the instance and in favor of one against the other. An adjudication not that plaintiffs could not be heard at all on that cause of action but that both causes on both grounds for equitable relief could not be heard in the same action and that they must elect upon which they would proceed and withdraw the other. Suppose after making their election under the order and proceeding upon their last amended complaint as they did do the decree of the Court had been for the defendant instead of the plaintiffs as it was and the plaintiffs had appealed upon the sole ground that they had been compelled to elect and withdraw their other ground of relief and the Supreme Court had affirmed the decree holding that the two grounds of relief could not be heard in that action that decision whether right or wrong would have settled the question by a direct adjudication, that the law of Oregon would not permit litigation of the two grounds of relief in one action. The decree in that case would clearly not have been res judicata as to the cause of action which plaintiffs were compelled to withdraw for the very rule invoked is that the judgment or decree is conclusive not only upon all matters actually litigated and determined but upon all that might be litigated in the action and is by the law thus settled the omitted ground of relief could not be litigated in that action the case would not be within the rule invoked at all. The adjudication by the Circuit Court is no less conclusive. It stands unreversed on that point. Right or wrong it is finally determined and is res adjudicata between these parties and if erroneous, cannot be reviewed collaterally in this or any other action. The ruling has the same effect and is as conclusive as if it had been rendered by the Court of last resort. It settles the question between the parties and their privies. And so the authorities cited hold. The adjudication is that the claim now relied on could not have been litigated in the former action with the [illegible] of relief [illegible] [illegible]

[illegible]

It is urged by complainant's counsel that the two grounds of relief sought by the Starrs in the former suit presented causes of action which were distinct and independent that they were not bound to unite them in one action even if it was admissible to do so. One cause went upon the theory that the legal title vested in the City of Portland by virtue of its patent for the use and benefit of the actual occupants who as to these lots were the Starrs and that Stark had no title at all. The relief sought on this theory was in fact a removal of a cloud [illegible] already [illegible]. The other cause of action was upon the theory that the legal title is in Stark by virtue of his patent but that by reason of equities arising between the parties themselves the plaintiffs had the equitable right and were entitled to a conveyance of the legal title. The case of Morris v Stuart 1 Iowa 375 seems to be directly in point in favor of complainants on this question. But whether this case is correctly decided I need not consider for my conclusion is that the former proceedings are not a bar to this action on the grounds already indicated. As to the equities disclosed by the bill and the evidence the first objection in logical order is [illegible]

the conveyance to Chapman. It is said firstly, that the power of attorney to Chapman was insufficient and secondly if sufficient that it was incompetent for Chapman as attorney for Lownsdale to execute a deed for Lownsdale to himself. The power is to transact and superintend my business in said Territory during my absence to do anything pertaining to my interests in Oregon which he in his judgment may think advisable [illegible] particularly in signing deeds to Portland lots [illegible] [illegible] the language of the instrument [illegible]

[illegible]

Lownsdale Coffin and Chapman on their [illegible] Chapman went into actual several possession [illegible] held till he conveyed to his vendees who improved and have ever since occupied without any claim on the part of Lownsdale. As between Lownsdale and Chapman this certainly vested in Chapman all the right which could at that time be transmitted by Lownsdale and Chapman acquired at least the equitable title to the whole. He already had the legal title to the possessory claim to the greater part.

The next question arises out of the deed of March 1 1850 executed at San Francisco by Lownsdale and Stark by which they attempted to adjust and settle the conflicting claim of Stark to one half interest in the Portland Land Claim and the subsequent modification and ratification as modified of this contract. It is claimed that there is no privity between complainant and defendant that this deed is a contract between Lownsdale and Stark alone and that in the subsequent modifications Lownsdale is no party and that Coffin and Chapman assume to modify Lownsdale's contract without authority and that the language of the modifying agreements is insufficient in various particulars to accomplish the object claimed. Like other contracts of that time relating to lands in Portland the language of these various instruments is doubtless open to much criticism. But in construing such instruments we must consider them in the light of the situation of the parties and condition of things which gave them birth. We must place ourselves so far as it is possible to do so by the most extensive evidence now available in the seats of the parties themselves at the time of the execution of the contract and examine them in view of the surrounding circumstances. (Knoll v Semple 28 Cal 166). And we may also consider as subject of recognition tending to show the construction put upon them by the parties themselves to the instruments (Mulford v LeFranc 26 Cal 110 H. Stein back v Stuart 11 Wal 576 Le Roy v Beard 8 How 468-9 French v Cathcart 1 Com [illegible] [illegible] v Appleton 1 Sum 492)

Examining the transaction in constructing these instruments by the aid of these well settled rules I think there will be little difficulty in arriving at the true intent of the parties executing them. It is true that the ostensible parties to the instrument are Lownsdale and Stark and for reasons sufficiently obvious when the circumstances are considered. They were both in San Francisco and Lownsdale so far as anything in the contract appears without any power of attorney to act for his associates in the settlement of the controversy. He could not therefore make the compromise for them. It was manifestly contemplated that there were other parties who it was essential to the settlement it was necessary to obtain and their assent was provided for in the only way practicable at the time by a covenant on the part of Lownsdale inserted in the said indenture of March 1 that in case any person or persons holding or claiming under him [Lownsdale] except the holders of those lots and under the conveyances especially hereinbefore confirmed by the said party of the first part [Stark] shall refuse to ratify and confirm this indenture he the said party of the second part [Lownsdale] will at the option of the said party of the first part [Stark] at any time within six months from this date cancel this indenture and release all rights acquired under these presents by the parties hereto. There can be no doubt [illegible] whom this covenant referred because Starr knew before or at least Lownsdale's conveyance to [illegible] Coffin and Stark had before this time had a full discussion of their respective claims to the Portland land claim as Coffin distinctly testifies and there is nothing to the contrary except the unsatisfactory general allegation of the answer although Stark was himself a competent witness and could have testified to the contrary had Coffin's testimony been incorrect. Besides on September 30 1849 at the same time when Stark executed the power of attorney to Couch mentioned in the statement of facts it was also accompanied by a letter of instructions to Couch bearing the same date relating to the subject matter of the power in which he says. With this you have from me a power of attorney of the fullest character under which during my absence from the Territory you can look out for all my interests particularly with reference to my interest in the Portland claim. As regards my claim I wish you to [illegible] Mr Coffin [illegible] of the true position of things and if possible to [illegible] [illegible] right and [illegible] And again gave direction how to proceed if after the return of Mr Coffin, the matter can be brought no nearer a settlement upon just and equitable principles. In the letter of instructions he does not mention Lownsdale at all but treats Coffin as the man with whom his controversy existed. Lownsdale [illegible] had been made in March previous and having acted [illegible] But however that may be it is clear that Stark knew of Coffin's interest. Although there is no direct evidence of the fact it is [illegible] probable that he was also aware of Chapman's interest for it is in the [illegible] that Lownsdale would have entered into the arrangement without disclosing it and there is nothing in the testimony to justify the inference that he did not know of it. There can be no doubt I think, that Coffin and Chapman were the parties he [illegible] in mind in making this covenant although not mentioned by name. Perhaps the general terms were used in order to embrace any others who might have held such conveyances and [illegible] to Stark. But whether Coffin and Chapman are or are not the parties specially intended they are clearly embraced in the terms of covenant. The assent of Coffin and Chapman to this settlement and the ratification of the indenture by them was regarded as essential and provided for in this way. It was therefore contemplated that they were in fact though not named as such parties to said transaction and indenture as well as Lownsdale and Stark. Lownsdale returned to Portland on or about April 1 and brought to Coffin and Chapman the first information of the execution of the said indenture by Lownsdale and Stark. They promptly refused to ratify it. After some negotiation between Coffin and Chapman on one side and Couch on the other who acted for Stark claiming to have authority for that purpose the two instruments one dated April 13 1850 signed by Coffin and Chapman and the other April 15 1850 signed by John H Couch for Benj Stark set out in the statement of facts were indorsed on the said indenture of March 1 and executed by the parties and from that time forward the several parties and their grantees were in possession and exercising acts of ownership in accordance with and upon the [illegible] [illegible]

[illegible]

It is equally obvious that the instrument signed by Couch for Stark and appended to wit—executed by Coffin and Chapman [illegible] ratify the above agreement as far as my interest is concerned in said property was intended to ratify the indenture between Lownsdale and Stark as so modified and agreed to by that of Coffin and Chapman. If Couch had authority to sign the latter or it having been signed by him for Stark the latter after being informed of the facts [illegible] finally became the [illegible] and all property [illegible] [illegible]

[illegible]

It is insisted that Couch had no authority to [illegible]

[illegible]

Sherman the Court [illegible] was introduced and claimed to be a revocation of Couch's power in the case of Lamb v Stark but I do not find it in evidence in this and the other cases. But suppose it to be in evidence that power does not purport to revoke Couch's power and if it does revoke it it is by implication only and that implication arises only from the fact that a second power has been given embracing the same subject matter. It is by no means clear that it does embrace the entire subject matter. While it is a very full power authorizing Sherman to prosecute claims to land against individuals and the Government and to lease and sell lands it does not in express terms or by reasonable construction appear to me to authorize him to compromise or adjust this claim. It may well be that Stark would be willing to entrust his clerk a young man with power to prosecute or sell while he would reserve to his more experienced partner discretion and judgment the right to settle or compromise by yielding a part to secure the remainder of his claim. But if otherwise I am not aware that giving a second power to another necessarily constitutes a revocation of the former power I do not know any reason why two different persons may not be empowered to do the same thing. It has been held that they may (Dovall v Quinn [illegible] Allen 29). Where not absolutely inconsistent the construction must be determined by the circumstances and from these I see no reason to suppose that Stark intended to revoke Couch's power in the particular under consideration. The circumstance indicate the contrary. At the time of the execution by Couch of this instrument ratifying the modification made by Coffin and Chapman Couch had in his [illegible] the said indenture of March 1 between Lownsdale and Coffin to which these ratifications were appended. It must have been sent to him by Stark to be used in connection with the agency claimed under the power or before given [illegible] Couch [illegible] at about the time Lownsdale returned. The fact that it was sent to him by Stark would indicate that his agency was intended to be still continued with reference to a settlement of this controversy. It was contemplated that something further was to be done by way of procuring the assent of Coffin and Chapman to the settlement, and somebody must attend to it. Besides Sherman was himself a clerk in the employ of Couch and Stark. And it is quite clear from the evidence that he too was consulted and took part in and assented to the arrangement although Couch actually executed for Stark the assent to the modification of the agreement. Besides Sherman himself acting for Stark put the agreement with the modifications appended by Coffin and Chapman and by Couch on the records and this too after Stark himself had been at Portland in June and been informed of all these transactions and it will be presumed under the circumstances by Stark's directions. This itself was an act of acceptance and adoption. In addition to this Stark himself while at Portland in June called upon Coffin and Chapman for and was furnished by them with a list of all property disposed of by them prior to the date of said modification. He stated to Coffin at that time or on the steamer during his return voyage to San Francisco that he would sanction the contract or submit to it and carry out its provisions and his subsequent acts and the acts of all parties interested down to the issue of the patent—a period of ten years—are consistent with the idea and totally inconsistent with any other. Stark was in possession and exercised acts of ownership over the part conveyed to him by the modified contract from that time without setting up any claim to that released to Lownsdale Coffin and Chapman and the latter continued in possession and exercised acts of ownership over the part released to them without setting up any adverse claim to Stark's portion. Stark did not exercise his option to annul the contract within six months under the covenant in the indenture with Stark authorizing him so to do in case those having conveyances from Lownsdale should refuse to ratify the contract and manifestly for the reason that he acquiesced in the contract as modified and regarded it as a final settlement of the controversy. He availed himself of the right and undisputed possession thus acquired to procure his patent. Up to the date of his agreement with Lownsdale Stark never claimed to have more than an undivided half of the Portland Land Claim and the title to two thirds of the other undivided half to the entire tract north of the line agreed upon in the indenture of March 1 [illegible] was in Coffin and Chapman [illegible] and the only means by which Stark [illegible] the possession of [illegible] [illegible] possession by which he was enabled to obtain his patent as to [illegible] was through this modified contract. He could not adopt that part which was favorable to him and reject it as to [illegible] [illegible] and he had not at the date [illegible] to do so until he had [illegible] a patent from the United States conveying to him the title to the land. I have only referred to the salient points of the evidence without any attempt at a discussion of the particulars and I [illegible] myself with indicating the result forced upon my mind and saying that in my judgment no unprejudiced mind can examine the evidence and fail to reach the conclusion that Stark fully acquiesced in and adopted and acted upon the modifications of the contract made by Coffin and Chapman on the one part and Couch for Stark on the other in the sense adopted in this opinion and that as a result he realized a fortune or might have done so if he did not, that might well have satisfied his ambition without any encroachment upon the rights that ought to have been secured without let or hindrance in his part ten years afterwards to the other parties and their privies to those transactions. And more it is equally manifest from the evidence that while there was no written covenant on the part of Stark to that effect he held out by his acts and express declarations to the purchasers from Lownsdale Coffin and Chapman and in particular to complainant and his brother one of complainant's grantors and for a time a joint owner unmistakable assurances upon which they could rely [illegible] [illegible] that if he obtained his patent to his general claim he would convey to them the lots they had purchased. He expressly so told [illegible] the Starrs with reference to the lots held by them at the time and to those other lots purchased by others from Chapman and made similar declarations to some if not all of Starr's other grantors. The complainant himself purchased one half of lot 2 from Chapman as early as October 1850 and in December of that year he erected a building on it and occupied it from that day till the filing of the bill in this case [illegible] [illegible] In October and November 1850 and January [illegible] Chapman sold the other lots in controversy and the purchasers entered [illegible] [illegible]

[illegible]

erations not only go to establish beyond all doubt the conclusion that Stark fully acquiesced in and adopted the modification of the contract with Lownsdale asserted to by Couch for him but also show that the complainant and his grantors had every reason to believe so far as acts and verbal promises can go that Stark would obtain the title to the lots so embraced in the modified contract for the benefit of the purchasers from Chapman and that the complainant and those under whom he claimed acted upon that idea and permitted Stark to prove up his claim without any opposition from them. These claims [illegible] general rumors [illegible] [illegible] by the public generally [illegible] what the proprietors of this land claim would do in the [illegible] a title from the Government [illegible] [illegible] personal statements by Stark to [illegible] himself and to those from whom he derived [illegible] and in [illegible] [illegible] An complainant [illegible] title to some of them after these conversations [illegible] [illegible] [illegible] [illegible] had fully informed his approval [illegible] modifications of the contract in [illegible] [illegible] particular the complainant appears to me to stand in a much stronger position than Davenport in the case of Lamb v Davenport and in [illegible] equally strong position in every other particular except one which will be considered [illegible] [illegible]

It follows that whatever [illegible] in the lots in controversy had ever been acquired by [illegible] Pettygrove [illegible] under whom [illegible] claimed by virtue of a settlement improvement and occupation commenced in 1845 and continued in their [illegible] as stated Chapman [illegible] became fully vested in Chapman and were by him either conveyed directly to complainant Starr or to others who subsequently conveyed to Starr. As between complainant Starr and defendant Stark the complainant has all the right title and interest that it was possible for Stark to convey on March 1 1850 the date of the modification of the indenture of March 1 1850 by Couch for Stark and subsequently [illegible] to him in their [illegible] indicated [illegible] and has included the entire [illegible] of the four years [illegible]

Standing from September [illegible] [illegible] to a full title by the patent issued in virtue of that possession. At that time the donation act had not been passed consequently Starr acquired through Chapman and the other parties before mentioned all the [illegible] it was at that time possible to acquire—a title against all the world except the United States. The donation act having been passed in September 1850 Stark afterwards filed his claim under that act dating the possession upon which he relied and which he afterwards proved up and upon which the patent issued from September 1, 1850—from which time his right subsequently perfected by his patent dates—some seven months prior to the final compromise between Stark and Lownsdale Coffin and Chapman. By that compromise the right to the very possession of these particular lots upon which the patent issued passed to the actual possession had before passed to Chapman and afterwards through him to Starr. Stark was not in fact in possession of these lots at the date from which he dates his settlement, nor at any time after it during the four years while his possession was required to be continued to entitle him to a patent as we have seen. During all that time it was in the occupation of Starr and his grantors. It follows that unless he obtained the title for the benefit of those who had purchased under the circumstances stated he either committed a fraud upon them or else upon the United States and the law for the law did not grant or intend to grant to one party land which he never possessed, but which at all times was actually in the occupation of another

The only particular in which Davenport occupied a better position in respect to the title to the lots claimed by him in Lamb v Davenport than Starr does to this is, the equity claimed by him under the fourth covenant in the instrument executed between Lownsdale Coffin and Chapman commonly known as the Escrow which will be found set out in the report of that case (1 Sawyer 619). That covenant does not apply to this case. In other respects Starr's equity is equal to, and in some particulars as we have seen stronger than Davenport's. The Supreme Court has recently decided that case on appeal, and the bearing of its decision upon this case will now be considered. The Circuit Court rested its decision upon the fourth covenant of the escrow, as expressly obligating Lownsdale to convey the legal title in case he should obtain it from the United States. While the Supreme Court affirms that view it is believed that an attentive consideration of the decision cannot fail to satisfy the inquirer, that it is much broader in its scope. The Supreme Court say "We are satisfied that by the true intent and meaning of these agreements the equitable right to all the lots in controversy had been [illegible] in Lownsdale to Coffin BEFORE [illegible] OF THE DONATION ACT and that as between Lownsdale, Coffin and Chapman the equitable interest such as we have described it in the lot in controversy, was IN COFFIN OR HIS VENDEES. The record shows that at this date or claim whatever it was, at the commencement of the [illegible] as vested in Davenport while the legal title is in the heirs of Lownsdale. According to the well settled principle of equity often asserted by this Court Davenport is entitled to the conveyance of this title from the heirs, unless some exceptional reason is found to the contrary.

Now the agreements referred to by the Supreme Court by which the equitable right to all the lots in controversy had been transferred by Lownsdale to Coffin prior to the passage of the Donation Act and was in Coffin or his vendees were the agreements prior to the escrow for that was not executed till long after the passage of the Donation Act and did not purport to transfer any interest in those lots at all. It was simply an arrangement for their own future action. After discussing the validity of the escrow notwithstanding its execution after the passage of the donation act, the Court proceeds and if this latter agreement is rejected as altogether void, it is still apparent that by the contracts made prior to the donation act, the equitable right of Coffin to these lots is sufficiently established. Coffin's individual conveyances to Mills and Cheeny, under which Davenport claimed title were not made till after the passage of the donation act, and to sustain these conveyances under the act the Court very properly distinguished Coffin's right as an individual lot holder through mesne conveyances from the town proprietors and donee from Coffin's right as general claimant and holder of the Portland Land Claim and general town proprietor. The Court say in reply to the objection as to the validity of the conveyances to Mills and Cheeny. The answer is that Coffin is not the donee who takes title under the act of Congress but Lownsdale and Lownsdale had made a valid agreement by which his interest in them was transferred to Coffin before that statute was passed. The conveyance by which the lots then in question passed from Lownsdale and Coffin as general claimants and town proprietors to Coffin as an individual lot holder under the general claimant is the conveyance made to Marshall the substance of which is given in Lamb v Davenport 1 Sawyer 614. Marshall having resold the lots to Coffin as an individual the latter subsequently conveyed them to Mills and Cheeny. This conveyance to Marshall is simply a quit claim deed without any covenant at all as to a future procurement of title or for conveyance of title should it be procured. Or if we consider the conveyance from Lownsdale to Coffin of March 30 1850 Exhibit C of the evidence in the case now in hand as the one referred to by the Supreme Court under which the title of Lownsdale was passed to Coffin a purchaser. It is also but a quit claim deed equally barren of covenants. The equity of Davenport in that case then as against Lownsdale the patentee and donee under the donation act rested entirely on a quit claim deed made under the circumstances detailed in that case. The Court then distinctly hold in that case that a quit claim deed made in view of the condition of things existing at Portland at the time the various transactions considered occurred gives an equity as against the grantor who subsequently obtains the legal title under the donation act under the circumstances disclosed in that case. In fact this ground of decision is if possible, more distinctly brought out than the other and is suggested as a ground free from doubt even if the other were doubtful. Both points were fairly and directly presented by the record and the decisions might as well have been put upon one as the other, and both are distinctly determined. We can therefore no more say that one was not directly adjudicated than the other. But if we can the Court manifestly rested more directly and confidently on the equities derived from the quit claim deeds prior to the escrow than upon the covenants in the escrow for this is the point particularly stated and the only one mentioned in the close of the opinion where the result is announced as follows. But we hold that as to the portion of the land which was allotted to him by the Surveyor General and the title of which vests in his heirs by the act of 1850 U S title [illegible] without which the patent would be void his contract of sale made before the donation act was passed and which he was the owner of the possessory interest before described [illegible] INTENTIONALLY PROTECTED BY THE DONATION ACT ITSELF [illegible] [illegible] [illegible] by his death

This [illegible] this point seems to be repeated as the one upon which the Court designedly principally to rest the decision. The conveyances were referred to [illegible] the passage of the donation act do not embrace the escrow for that was executed long after the passage of the act. Davenport had no title whatever in the lots until contract executed [illegible] [illegible] of the donation act coming to him [illegible] quit claim deed without any further covenants for title. The claimant in the case now under consideration is substantially in the position [illegible] [illegible] [illegible] [illegible]

[illegible]

I have given the [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

[illegible]

There must be a decree for the complainant in pursuance of the prayer of the bill with costs and it is so ordered.

LORENZO SAWYER
Circuit Judge

DEADY District Judge, [illegible] [illegible] and upon the points as to the effect of a quit claim deed executed by the donee under the donation act prior to the passage of the [illegible] [illegible] Dr Harold and W H Effinger for Complainants [illegible] [illegible] [illegible] [illegible] [illegible]

ADVERTISED [illegible]

LIST OF LETTERS REMAINING IN THE Portland Postoffice, May 8, 1874. Persons calling for these letters must give the date on which they are advertised

Ladies' List.

Boscow Mrs P
Bonant Mad Charles
Brigham Miss Jane
Bryant Mrs M
Dorvakke Anna
Ellis Mrs P
Flor[illegible] Miss [illegible]
Fo[illegible] Mrs Jane
Glaun[illegible] Mrs
Hammond Mrs P
Hughs Mr [illegible]
He[illegible] Mrs Jane
Lerner Mrs Gu[illegible]
Myers Mrs R A
Melloy J
McCullough [illegible]
Ickes Miss L
Pope Miss L
Ree[illegible] La Maggie
Shed [illegible]
[illegible]

Gentlemen's List.

Allen W I
Allen J
And[illegible] A
Baker Chas
Barge Harvey
Beauch [illegible]
Benjamin J B
Boyle J
Bolter Frank
Burke Jas
Bush S
Buchanan B
Buetzlelder, I W
Carpenter J
Carter Saml
Cerr Jay
Collins R B
Cook W J
Conkey P
Crutchly John
Chalmers Wm
Christian [illegible]
Cheadle R
Dehaven M
Davis C W
Davis J M
Davidson Wm
Daniels L A
Danforth F N
Doyle A
Dobson W B
Driskell, John
Duffy James
Dunseth & Green
Ennis J B
Eisnert&Boskolts
Fl[illegible]mark S M
Hadmark M
Gunter H
Gwynne R
Grant Thos
[illegible] F H
Goodman W
Gobleton C
Graham & C
Hall, F I
Hanson Sam
Henderson H
Heine J
Heft R
Holdner & C
Hogue C I
Hogan M
Huggert Jas
Jackson [illegible]
Jones [illegible]
Kendal J C
Launber [illegible]
Lee [illegible]
Lee J D
M[illegible]
Murling [illegible]
Metzler A
McDuffie G A
[illegible]
McHardy J W
[illegible]
Miller [illegible]
Mitchell A
Newell [illegible]

[illegible]

FINANCE AND COM[MERCIAL]

Financial

[illegible]

Gold in New York 11[illegible]
Portland Legal Tender [illegible]
Gold bars are quoted [illegible] fine.
Exchange on New York [illegible] per cent
currency, and one per cent [illegible]
Exchange on San Francisco [illegible] mium
Wheat in Liverpool [illegible] San Francisco 12s 7d@1[illegible] and 12s 11d@1[illegible] for [illegible]

Shipping Intelligence.

The bark Alden Be[illegible] her completed. [illegible]
The bark Pal[illegible] her cargo of wheat [illegible]
The bark Ka[illegible] California North-[illegible]
The schooner Lovet [illegible] sail
The steamship Ajax fr[illegible] San Francisco fair passenger list and [illegible] o clock this evening

[BY TELEGRAPH]

SAN FRANCISCO May 8—[illegible] Bay Milan Port Gamble

San Francisco Market.

[BY TELEGRAPH]

SAN FRANCISCO May 8—Flour—[illegible] Oregon extra $5 40
Wheat—Coast shipping [illegible] $1.90@1 92½
Barley—$1 69@1 85
Oats—$1 50@1 60
Corn—Southern yellow $1 [illegible] $1.80
Beans—Red $2 12½ Pink [illegible]
Potatoes—Tomales $1 [illegible] New [illegible] lb.

San Francisco Stock [illegible]

(BY TELEGRAPH)

Ophir	[illegible]	[illegible]	Bryan
G & C	[illegible]	[illegible]	
B & B			
Savage	61	Occid[illegible]	
Chollar		[illegible]	
Hale & N		Baltimore	
Point		Californ[illegible]	
Jacket		Silver Hill	
Imperial		[illegible]	
Empire		Dayton	
Kentuck		N Y Con	
Alpha	16	Rock Island	
Belcher		[illegible]	
Confidence		[illegible]	
Con Virginia			
Exchequer		[illegible]	
Seg Belcher			
Overman			
Justice			

[illegible]

Meadow Valley
Raymond & E[illegible]
[illegible]
Pioche
W & C
P & I
Phenix
Aly
Bowers
Belmont
Charter Oak
Eldorado South
Rye P
Portland
Eldorado N
N Belmont
Bellevue

BOOTS AND SHOES

OPPOSITION A[illegible]

[illegible] Boots and Shoes

CHEAPER THAN [illegible]

A New and Elegant Stock of

SPRING AND SUMMER GOODS

Consisting of [illegible] descriptions of

MENS, LADIES MIS[illegible] AND [illegible]

BOOTS AND SHOES

Just re[illegible]

Opposition Boot & Shoe [illegible]

Corner Fir[illegible] [illegible] streets

JOHN BRADY,

MANUFACTURER

BOOTS, SHOES AND GAITERS

No [illegible] Washington st—[illegible] sold [illegible]

PERFECT FITS GUARANTEED

P GOLDSMITH

GOLDSMITH & LOEWENBERG

(Successors to Fre[illegible] & Co.)

34 and 34 Front St., O S N Co's Block

Importers and Dealers in

STOVES, METALS

AND

TINMEN'S STOCK.

AGENCY for TILTON & McFARLAND'S SAFES

CARRIAGE MAKING.

THE UNDERSIGNED HAVING THE LARGEST CARRIAGE FACTORY [illegible] Portland [illegible] Carriages, [illegible] has on hand and is making [illegible] Express Wagons Grocery W[illegible] As he imports his own [illegible] good article and sell [illegible] His facilities for Ea[illegible] having a plastered room fo[illegible] Shop and Depository [illegible]

SPECIAL NOTICE—Grand Lodge [illegible] Twenty-fourth Annual Communication [illegible] The Grand Lodge [illegible] of Oregon will commence [illegible] nual Communication at [illegible] City of Portland on MONDAY [illegible] A [illegible] at 10 o'clock A [illegible] tions to the Grand Secretary Box E E Portland Ogn

VOL. XIV.—NO. 81.

EASTERN NEWS.

BY TELEGRAPH TO THE OREGONIAN

The Accident to the Ethiopia.

NEW YORK May 8—The steamer Prussia [illegible] has arrived from Glasgow. She reports [illegible] with the Anchor line steamer [illegible] on April 29th the [illegible] shaft broken. [illegible] with her passengers and the [illegible] proceeded (assured under sail

Lease of the Atlantic and Great Western Railroad by the Erie

NEW YORK May [illegible] The lease of the Atlantic Great Western [illegible] by the Erie [illegible] completed. The Atlantic and Great Western [illegible] with all the rolling stock and appurtenances [illegible] [illegible] [illegible] [illegible] [illegible] at a total [illegible] per cent [illegible]

An Energetic Court-Martial in Cuba

A Havana letter says a Court martial [illegible] wholesale work at various points condemning [illegible] persons [illegible] to death [illegible] [illegible] Frederick Bockers [illegible] American was taken from New [illegible] April [illegible]

Puerto Principe and Nuevitas are in danger of capture by insurgents

The Milroy-Kemble Difficulty Again

NEW YORK May 9—General Milroy Superintendent of Indian Affairs for Washington Territory was removed at the instance of Indian Inspector Kemble but was afterwards reinstated has preferred accusations against Kimble charging him with writing libels in the press against him. Milroy [illegible] other officials. Kemble utterly denies the accusations and the Indian Bureau [illegible] of any such article and not worthy [illegible] considering the charges [illegible]

Death of a Railroad Construction Company.

NEW YORK May [illegible]—The California and [illegible] Railroad Construction Company [illegible] up their affairs and go into liquidation. The [illegible] and Pacific Railroad Company release it from contract on finishing the [illegible] from Dallas [illegible] Fort Worth and Texarkana [illegible] [illegible] and [illegible] property over to the railroad company

The Disgraceful Arkansas Row.

[illegible] May [illegible]—A Little Rock special says a detachment of Brooks' troops [illegible] [illegible] this morning to intercept a party of [illegible] [illegible] who started up the river [illegible] [illegible] bringing [illegible] to Brooks [illegible] the Baxter party and a fight ensued [illegible] of Baxter's men were killed and one Brooks [illegible] [illegible] one slightly wounded

LITTLE ROCK May [illegible]—A [illegible] shots fired this morning [illegible] fired by [illegible] was killed. A recruiting party [illegible] Brooks [illegible] captured and brought [illegible] the [illegible] house. Captain Welch's party which [illegible] [illegible] the steamer Hallie recently arrived [illegible] federal troops have made temporary [illegible] of the city. The Baxter forces have also entrenched them [illegible] [illegible] permitted neither [illegible] [illegible] lines without pass. The [illegible] closed day and business is stagnant. [illegible] relief on the people [illegible] God to-morrow that [illegible] prevent and right prevail. [illegible] Legislature have arrived for a quorum in [illegible] House. Arrangement have been made for convening the Legislature outside of the State House limits

LITTLE ROCK May 8—A party of Brooks' men intercepted the steamer Hallie which [illegible] squad of Baxter's men captured [illegible] and brought her here. The Baxter men who were on the steamer escaped and Brooks to-night sent a squad of men in pursuit while Baxter in turn sent a squadron of cavalry in pursuit of the Brooks men

Hanged for Rape

NASHVILLE May 8—Bill Kelly (colored) was hanged here to-day in the presence of [illegible] people for the rape of a white woman two years ago

The Governor of South Carolina a Bankrupt.

CHARLESTON May 8—A petition was filed in the U S Court to-day for the involuntary bankruptcy of Governor Moses and an injunction was granted restraining the Sheriff of Richland county from seizing and selling his effects until the further order of the Court. The debt of the Governor [illegible] in excess of his assets it is currently stated over $[illegible],000

WASHINGTON CITY.

Congressional News.

WASHINGTON May 9—In the House Mr Willard from the Pacific Railway Committee reported a bill providing for the collection of moneys due the United States by Pacific railroads which was printed and recommitted

Memorial Favoring a Subsidy to the China Mail Service

The California Senators and Representatives received to-day a telegram [illegible] the President of the Chamber of Commerce [illegible] [illegible] prominent merchants [illegible] San Francisco, condemning the resolution of the [illegible] Legislature in opposition to the grant of $500,000 additional subsidy for the China mail service. The signers of the telegraphic memorial say the act of the Legislature was [illegible] and the [illegible] inflation and if continued by Congress it would involve the loss to American shippers of a portion of the Oriental trade and throw it into the hands of subsidized English lines

Plan for a Settlement between Brooks and Baxter

WASHINGTON May [illegible] [illegible] and agents here for Brooks and [illegible] [illegible] an agreement [illegible] [illegible] [illegible] for the Government [illegible] [illegible] [illegible] of difficulties [illegible] [illegible] be convened by a call from [illegible] the Monday in May and [illegible] the State law which of the [illegible] of voters the election [illegible] [illegible] the [illegible] shall be binding [illegible] Both shall suspend military operations [illegible] the decision. The Attorney General drew [illegible] endorsed the document. The President [illegible] [illegible] a hope that the matter may be thus amicably settled. It is understood that unless the [illegible] consent of the principals the President will summarily settle the matter

End of the Howard Investigation.

WASHINGTON May 9—The Court of Inquiry in the Howard case closed its labors to-day. Howard was honorably acquitted of every charge. The findings are now in the hands of Judge Advocate General Holt and will be by him laid before the President for approval

CANADA.

The Canada and Pacific Railway Bill before the Canadian House of Commons

OTTAWA May 8—Mackenzie Minister of Public Works moved to-day that the House go into committee of the whole on Tuesday next to consider the new act for the construction of the Canada and Pacific Railroad. The scheme proposes to reserve the right to construct a [illegible] the road as a Government work or to let it out on private contract—the subsidies in that event [illegible] not to exceed $10,000 and 20,000 acres of land per mile with a guarantee of bonds at four per cent upon the price agreed on

Disaster to Shipping.

QUEBEC May 8—A fracture of the ice bridge has caused unparalleled disaster among shipping. A number of steamships have been crushed and several loaded schooners sunk and water logged. The losses will be heavy the vessels being only insured against fire. It is 30 years since the bridge remained so long

BY ATLANTIC CABLE.

Spanish War News.

MADRID May 8—Bilbao is completely relieved. The populace have burned the houses of several prominent Carlists. [illegible] forces are still at B[illegible] now awaiting supplies

The Carlists are returning in strong force to the north bank of the Nervion

It is probable [illegible] [illegible] appointed Minister of War

In reply to an address presented [illegible] him [illegible] Becerra Minister of Agriculture Marshal Serrano stated that he will [illegible] [illegible] [illegible] [illegible] Tope [illegible] mention [illegible] new Ministry

THE TEMPERANCE NOMINATIONS

[illegible] CITY [illegible]

TO THE EDITOR [illegible] [illegible]

From Corvallis [illegible] [illegible] [illegible] [illegible] as to the [illegible] [illegible] [illegible] [illegible] Convention [illegible]

Chadwick as a temperance man [illegible] pretty good joke [illegible] when [illegible] the Temperance Convention publicly endorse their champion [illegible] who [illegible] announces that he [illegible] or California to say they ever saw him drunk that when he wants a dram he takes it as an assured Tolman has said at several places the humor becomes [illegible] that is Oregon temperance [illegible] [illegible]

The only sentiment [illegible] the common opinion [illegible] [illegible] endorsement will cost [illegible] votes

[illegible]

The Steilacoom term of court will convene May 25th instead of the [illegible]

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